

# Waimea Town Market *at Parker School*

Adopted: 24 August, 2008; Last Modified: 1 December 2014

## MARKET RULES

The Market Rules are to be followed by all those who participate in the Waimea Town Market at Parker School.

### 1. Ownership/Management

- a. Waimea Town Market at Parker School is owned and operated by Waimea Town Market, LLC, a Limited Liability Company organized in the State of Hawaii. As owner/operator it retains primary decision-making authority for the Market, including acceptance of vendors, Market Rules, and Waimea Town Market, LLC Bylaws, any of which it may change from time to time at its sole discretion. Parker School, as landlord, has the right to recommend changes to rules that have specific impact to the school, as it deems necessary. Under the Lease Agreement with Parker School, a member of Waimea Town Market, LLC serves as Market Manager. The name *Waimea Town Market* belongs to Waimea Town Market, LLC and the name *Parker School* belongs to Parker School.
- b. A Steering Committee, appointed by the Members of Waimea Town Market, LLC, may advise the Market Manager in all matters related to Market operations.

### 2. Vendor Selection and Space Assignments.

- a. To continue as a stable entity and to increase its appeal to new and repeat customers, Waimea Town Market, LLC desires only vendors who are committed to weekly attendance at the Saturday Market.
- b. The Market has a capacity for approximately 30-35 Vendors. There are currently three categories of vendor: full-time, part-time and seasonal. Vendors in the part-time category are grandfathered-in and new part-time vendors are not currently being admitted. A limited number of seasonal vendors may be accepted for admission to the Market at the discretion of the Steering Committee and the Market Manager.
- c. Unless doing so prior to June 26, 2014, Waimea Town Market Vendors may not participate in any other "Farmer's Market" or similar venue within two miles of Waimea town center (the KTA-Foodland area). Further, Vendors may not sell, or permit to be sold, at such disallowed markets, products that they sell at the Waimea Town Market. Violation of this clause may result in suspension. Vendors who participated in disallowed markets prior to June 26, 2014 are permitted to continue to sell at those markets.
- d. A completed Vendor Application constitutes an agreement to abide by all rules of Waimea Town Market at Parker School.
- e. Applications for Vendor membership will be taken as received, but will be acted upon by the Steering Committee only at such times as Vendor vacancies are available. New Vendor selection will be based on all new Vendor applications received prior to the date of

vacancy availability, without regard to the date of the application. Applications will be considered on the basis of the compatibility of the vendor and proposed product(s) with the Market concept, the needs of the Market and its customers, and appropriateness of the vendor and product(s) to Parker School. New applications will be presented at a Membership Meeting of the Steering Committee, which will be scheduled as necessary. After consideration of an application the Steering Committee may request an opportunity to review (jury) the product(s) that the vendor wishes to sell. When all potential Vendors' products have been reviewed; the Committee will decide which, if any, Vendors will be admitted.

- f. To maintain organization at the Market, as well as to aid returning customers in finding particular Vendors, space for each Vendor will be designated. Long-term booth locations will be assigned based on space availability, vendor preference, and the needs of the Market as determined by the Market Manager. However, no booth space assignment should be considered "permanent" as rearrangements may be made as the needs of the Market dictate.

### 3. Absences

- a. Vendors must notify the Market Manager no later than 6:30 AM on Market day if they are going to be absent.
- b. A full-time Vendor's failure to be in attendance at the Market more than two times in any calendar quarter, or more than eight times in one year, will result in that Vendor's suspension. A full-time Vendor who misses three consecutive weeks will be suspended from the Market. A part-time Vendor's failure to be in attendance at the Market more than one time in any calendar quarter, or more than four times in one year, will result in that Vendor's suspension. Seasonal vendors are required to maintain full-time attendance at the Market during the relevant season; failure to do so will result in suspension. An email warning will be sent to any Vendor who is close to missing enough Market days to result in suspension.
- c. A suspended Vendor must reapply for reinstatement which will be at the discretion of the Steering Committee. The Committee will consider the reinstatement application in the same manner as it would a new vendor application.
- d. Vendors with planned absences should attempt to keep their booth open with a substitute sales person during the absence. In unusual circumstances the Steering Committee may approve prolonged absences or arrangements whereby a different Vendor may carry an absent Vendor's product(s) during that Vendor's absence.

### 4. Booth Requirements and Facilities.

- a. The Market will be held in the grassy area behind the main Parker School parking lot, north-west of the Frear Building.
- b. Vendors may not park in the main paved parking lot. They may park in the area behind the Frear Building or behind their booths (if there is adequate space there). The fire lanes (paved road areas) must not be obstructed at any time.

- c. A tent or canopy is required for each vendor. In general, each Vendor will have room for a 10x10 foot “pop-up” tent, or the equivalent. Vendors desiring more space should discuss their needs with the Market Manager; there may be additional charges for additional space. All vendors are required to have a sign that shows their name (or business name) in a prominent manner every Market day and to have table coverings for all tables used.
- d. All displays should be neat and tasteful. Vendors should, in general, avoid displaying products in plain cardboard boxes, as those are often unsightly. Cardboard boxes displaying a business name or brand other than that of the Vendor are prohibited.
- e. Maintenance by Vendors of a clear walkway for customers to move from one Vendor to another without obstruction is important and as a safety issue will be enforced by the Market Manager.
- f. Space may not be transferred from one Vendor to another.
- g. Potable water will be available as needed to all Vendors. Electricity, for a limited number of Vendors, may be purchased separately, for an additional charge per Market day. Restroom facilities are available in the small building north of the basketball court.

## 5. Hours of Operation

- a. The Market will be open from 7:30 AM (a bell will be rung to announce the time) until noon on Saturdays throughout the year. Vendors must be present with tents in place and ready to vend by 8:00 AM. When a major holiday falls on Saturday, the Market may be rescheduled for an alternative date, at the discretion of the Steering Committee.
- b. The Market will be open for Vendor set-up at 6:00 AM. All vehicles must be cleared from the Market area by 7:15 AM. Not more than two vehicles per vendor should be in the Market area during setup, unless approved by the Market Manager. Vendors should complete break-down and are expected to leave the Parker School property by 2:30 PM. Vendors may not remove their tents before noon (indeed, they are encouraged to remain present in their booths until noon to talk with shoppers) and should not drive vehicles in the Market area while any other Vendors remain open for business.
- c. Shopping is not permitted at the market before the opening bell rings at 7:30 AM. Vendors should not permit shoppers to enter tents or select items before the bell. Selling products early encourages buyers to enter the Market area before all vendors are set-up, raises the risk of accidents, and encourages buyers to arrive earlier and earlier.

## 6. Fees

- a. Fees for weekly space rental (and for electricity when provided) will be set by Waimea Town Market, LLC, in conjunction with Parker School. A monthly promotions fee and a separate fee to compensate those who move signs and picnic tables will be set by the Steering Committee. The fee schedule will be provided to all Vendors. Hawaii General Excise Tax (GET) will be added to the fee for Market Space. The fee covers the use of one 10x10 space. Rents, including the various fees, are payable for one month in advance, on the first Market day of each month. Rental fees are not refundable for missed Market dates, or for permanent withdrawal from the Market. The unused portion of any fees collected for the use of electricity will be refunded if a vendor permanently withdraws from the Market.

- b. Vendors who are not present on the first Saturday of the month and those who do not pay their rent on the first Saturday of the month must remit payment to the Market Manager prior to setting up their booth at the subsequent Market. It is the responsibility of the vendor to locate the Market Manager in order to pay their rent prior to set-up. Vendors who fail to pay rent by the second Saturday may be suspended from the Market.
- c. A fee may be assessed for readmission to the Market after a suspension for any reason.

## 7. Sharing Booths

Vendors may not generally share space with another Vendor, such that both Vendors occupy the site on the same Market day. Vendors desiring an exception to this rule must present their request to the Steering Committee. The Steering Committee will consider such exceptions only when the Committee perceives that the exception would produce a significant benefit to the Market or to Parker School. If the Steering Committee agrees to permit an exception of this kind, an additional fee for booth sharing will apply.

## 8. Safety/Insurance

- a. It is the responsibility of each Vendor to establish and maintain safe conditions in and around his/her booth. Care should be taken to avoid sharp corners, tripping hazards, and other potentially dangerous situations.
- b. Each Vendor should ensure that his/her booth structure and canopy is securely anchored at each of its four legs, and can withstand the strong wind gusts that can occur in Waimea. Forming stakes, attached with several wraps of duct tape or bungee cords to the tent legs, or similar, heavy-duty staking arrangements are required. Specifically, the small stakes that come with the tents are not adequate, and will not be permitted to be used alone. Heavy weights (35 pounds, minimum) may be substituted for stakes. Weights of 35 pounds or more are required for tent legs that cannot be staked (e.g. on the basketball court). The Steering Committee recommends both staking and weighting wherever possible; however, vendors who use a combination of staking and weighting must follow the staking requirement outlined above. When staking and weighting are used together, the weight requirement is relaxed, as the Committee believes that 20-25 pounds would provide reasonable extra anchoring. Where possible, vendors may attach the legs of their tents to structural members of buildings or fences (not to trim), or to vehicles, any of which may serve as a substitute for staking/weighting of the tent legs so attached. Attachments in these situations should be of adequate strength (e.g. rope or multiple wraps of heavy-duty bungee cord).
- c. Each vendor shall maintain a general liability insurance policy (minimum \$1 million/\$1 million). As a part of this requirement, each vendor is required to provide to the Market Manager current certificates for the following additional named insureds:

Waimea Town Market  
PO Box 916  
Kamuela, HI 96743

and

Parker School  
65–1224 Lindsey Rd.  
Kamuela, HI 96743

9. Applicable State and County Laws

- a. Vendors of processed food items (including, but not limited to, baking, bottling, cooking, chopping, smoking, drying, preserving, and pickling) must have a current Temporary Food Establishment Permit, available from the Hawaii State Department of Health, or a Commercial Kitchen permit. A copy of the current Temporary Food Establishment Permit, or Commercial Kitchen Permit, must be submitted to the Market Manager each time it is renewed, and must be displayed in the tent so that members of the public can view it. An Inspector for the Hawaii State Department of Health may visit the Market from time to time to check that permits have been obtained, and that the Department’s rules are being followed.
- b. It is the responsibility of each Vendor using scales to ensure that his/her scales are accurate. A Hawaii State Scale Inspector may visit the Market from time to time to check the accuracy of Vendor scales.
- c. It is the responsibility of each Vendor to obtain a General Excise Tax certificate and to abide by HRS §231, governing collection and payment of the General Excise Tax. The Steering Committee reserves the right to require that copies of this certificate be made available to the Market Manager.
- d. It is the responsibility of each Vendor to adhere to any other county or state law pertaining to temporary vendor establishments or operations at “farmers’ markets.”

10. Products

- a. Items offered for sale must be of the highest quality and fresh where appropriate.
- b. To assure customers that they are dealing with farmers and producers of artisan products directly, the principal of the business should be present on the majority of Market days. Products sold by each Vendor should generally be created, made, grown, cooked or otherwise produced or prepared by the Vendor in Hawaii, preferably on the Big Island; however, the Steering Committee may approve other vendors/products if, in the Committee’s judgment, admitting such a vendor/product would provide significant benefit to the Market and its customers, or to Parker School.
- c. Vendors are approved by the Steering Committee to sell specific products. Approval may be granted to a Vendor to sell all or only some of the products listed on that Vendor’s application. A Vendor is thus prohibited from selling products for which he/she is not approved. A current Vendor wishing to add a new product (an addition to his/her currently approved product list) must submit a written request (email is satisfactory) to sell that product to the Market Manager to present for the Committee’s approval prior to introducing the product for sale. The Steering Committee will consider such new product

requests in the same manner as it considers products from new applicants and may grant or withhold permission for the sale of such products at its discretion.

- d. Ancillary products, incidental to a Vendor's principal product, may be purchased and sold in small quantities, with the approval of the Steering Committee. If one of a Vendor's ancillary products becomes primary, that Vendor must request permission from the Steering Committee to change primary products to the new one, and may not sell such product for more than four weeks without receiving such permission.
- e. The word "organic" is a legal term. Members may not use the word "organic" to describe their product(s) unless the product(s) have been certified as organic by a recognized agency. Waimea Town Market does not permit Vendors to use the word "organic" under the small producer exclusion. Vendors are encouraged to discuss their production methods with the public.

#### 11. Conduct at the Market.

- a. Vendors must present themselves in an appropriate manner, dress, and state of cleanliness.
- b. Shirts and footwear must be worn by all persons working at the Market.
- c. Vendors should behave in a cooperative manner with other Vendors.
- d. Consumption of alcoholic beverages by Vendors at Market is prohibited.
- e. Parker School has a no-smoking policy on campus. Vendors are required to abide by this policy, and to discourage customers from smoking on the campus as well.
- f. No hawking or calling out to attract buyers is permitted.
- g. Vendors are not permitted to bring pets to the Market. Vendors who violate this rule will be asked to remove the pet immediately; a second violation will result in immediate suspension from the Market pending a review and final disposition by the Steering Committee.
- h. Vendors may not sell products or otherwise solicit customers outside of their assigned booth space.
- i. Solicitation of vendors or customers by persons or organizations which are not part of the Market is prohibited. Vendors who notice such solicitation should bring it to the attention of the Market Manager.

#### 12. Refuse and Clean-up

- a. Vendors should provide a refuse container appropriate to their business. It is a condition of the Market's agreement with Parker School that the Market will leave the campus exactly as it was found each day. All trash generated by the Market must be cleaned up by the Vendors, and removed by them at the end of each Market. Each food vendor who serves meals must provide a freestanding, visible and accessible 33-gallon (or larger) garbage can with liner. Beverage vendors, and those who sell snacks, baked

goods and any other food item which may be consumed on campus, must also provide a freestanding, visible and accessible garbage can with a liner, although these can be smaller than 33 gallons, but should be appropriately sized to the business's volume of waste material.

- b. Market refuse may not be placed in Parker School's dumpster or trash cans. All refuse, including used oil/grease, and food residue, must be removed from campus and disposed of by each vendor.

### 13. Maintenance of Grounds

- a. Vendors whose booths are located on the grass should try to maintain the grass surrounding their booths in healthy condition. If a vendor notices that the area within and around his/her booth is being worn down, that Vendor must provide a ground covering to be used over the worn area during the Market.
- b. Vendors whose booths are located on the basketball court and who prepare and serve food must minimize the amount of food residue that falls on the court. All food, grease, oil, etc. must be cleaned from the surface of the court at the close of the Market.
- c. At the end of each Market, every Vendor should police the area around his/her booth and the central area (around picnic tables, etc.) to ensure that disposables from his/her operation are not littering the grounds.

### 14. Temporary Booths.

At the discretion of the Steering Committee and Market Manager, booth space may be provided for community service, not-for-profit organizations, or for other uses that the Committee believes may bring a benefit to the Market, Parker School or the greater community. Sales of products by organizations permitted under this Paragraph may be approved at the discretion of the Steering Committee, but generally shall be limited to items clearly identified with the specific organization. Temporary booths are not offered to religious or political organizations, except that elected officials may be permitted booth space provided that it is not within the three months prior to that official's appearance on an election ballot. Organizations utilizing a temporary booth must provide the same insurance documents as regular vendors, as outlined in Paragraph (8) (c) herein.

### 15. Parker School Booth

Space for a Parker School booth will be provided each week, as required by the School; however, the space must be reserved in advance with the Market Manager, through the Parker School Business Office. Products sold at the Parker School booth must be approved by the Market's Steering Committee, and generally should not compete with products sold by regular Market vendors. To streamline the approval process, a list of approved products will be maintained. All proceeds generated by the Parker School booth must be used to benefit the entire school, or its official subdivisions (e.g. classes, clubs and the like); the booth may not be used to generate funds for individuals or for non-Parker School entities or activities, even though such entities and activities may involve Parker School students, employees or parents.

16. Violation of the Rules.

Persistent violation of the Market Rules will result in permanent suspension.