

Kings' Shops Farmers Market

RULES & REGULATIONS

VENDOR APPLICATION AND SELECTION PROCESS

All persons intending to sell merchandise at the Kings' Shops Farmers Market must, prior to participation in the KSFM, file an application with KSFM that verifies the specific items, which they intend to sell in the Market. All nonfood items for sale at the OOM must be 75% HAND CRAFTED in the state of Hawaii. All "FOOD" produce, meats, dairy and prepackaged food items must be 100% grown or harvested in Hawaii.

Complete and submit a Vendor application you can mail in the application to Sam Wilburn PO Box 555, Honoka'a Hawaii 96727, email it to ellymattos@yahoo.com or drop off to Sam or Elly any Wednesday at the KSFM from 8:30-2:30.

Vendor applications shall be reviewed by KSFM.

Documents Required:

All Vendors must have the following documents on file with KSFM at least 5 business days prior to attendance at the KSFM:

Copy of State general excise tax license

Copy of signed application form

Copy of business liability insurance policy naming the following as additional insured according to Market participation

ADDITIONAL INSURED : Kings' Shops

Kings' Shops Farmers Market

ITEMS FOR SALE AT THE FARMERS' MARKETS

Absolutely no produce or plants grown out of state shall be allowed for sale.

Produce, plants, value-added products and food sold at the Markets shall be identified on the application and approved by KSFM prior to sales in the KSFM. Any new produce, plants, value-added products and food sold at the Markets shall be submitted as an addendum to the application and must be approved by KSFM prior to sales in the Market.

A Vendor may sell items with their company logo (t-shirts, aprons, caps, etc.) with prior approval as long as these are not the primary items for sale in a vendor's booth.

All beverages sold need to be bottled or produced in Hawaii. This applies to soft drinks, bottled water, tea, coffee and other items sold in the KSFM

Alcoholic beverages are not permitted at the KSFM

All ready to eat, processed and value-added food products must be made in Hawaii in a certified commercial kitchen permitted under the Hawaii Department of Health, Title 11, Administrative Rules, Chapter 12, Food Establishment Sanitation

Food items must be produced and sold according applicable state and federal government regulations and in accordance with "prepared food regulations."

All produce must meet grade standards including labeling as required by law. Any items not meeting requirements for sale are subject to removal. Such removal is considered a violation of KSFM rules and is subject to disciplinary action.

VENDOR BOOTH REQUIREMENTS

Booth Dimensions:

A regular "booth" or "space" is defined as 10' X 10' TENT, with (2) 6' tables, (2) tableclothes and (2) chairs to be provided and set up by the Kings' Shops. However, any Vendor with larger space requirements shall be required to pay for more spaces.

Space should be professionally signed. Electricity and water are not provided, but we might be able to accommodate. Ask prior to setting up, if you need electricity.

Kings' Shops Farmers Market

Payment for Booth Rental: \$25.00 per week if paid monthly or \$35. if paid by the week.

All Vendors accepted into the KSFM must pre-pay the first month's fee on or before the first KSFM event.

Monthly prepayments are required 30 days in advance. Payments must be made by the first of day of each month. Payment of the fee secures Vendor's space at the KSFM for at 30 day period

Failure to pay by the 1st week of the month shall result in a \$10.00 assesment occurring each week the payment is not paid.

Only checks, money orders, cashier's checks or cash payments are acceptable for Vendor fees. Checks should be made payable to the Hawaiian Volcano Sea Salt and dropped off at KSFM, to Sam. All returned checks shall be assessed a fee of \$25.

KSFM is responsible for the invoicing and collection of fees. KSFM has the right to terminate or cancel a Vendor's KSFM application/agreement if Vendor fails to pay KSFM. Past due accounts may be sent to a collection agency.

VENDOR SET UP REQUIREMENTS AND BOOTH MANAGEMENT

Failure to comply with all set up and booth management requirements may result in a suspension of Vendor's privilege to sell at the Market.

Start Time: 8:30am. Wednesday Setup begins 1 hour before the opening of the KSFM.

Set Up and Traffic Management:

Vendor may unload and park the vehicle in the assigned parking area, as directed by the KSFM staff. A Vendor also may not stay longer than 30 minutes following the close of a KSFM.

VENDOR CLOSE

Vendor will close promptly at closing time, 2:30pm unless otherwise notified. During high season, the market may stay open later. You will have 30 minutes to tear down, please staff appropriately. Vendors who are not completely vacated their space by 30 minutes after close will pay a penalty for the use of the help.

There will be a designated area that the vendor's vehicle can pull up and load for no more than 30 minutes and then depart so that the next vendor can load. Plan to have appropriate help and moving devises to make sure the Vendor is able to access.

Kings' Shops Farmers Market

No vendor can stay open after close of market. The vendor needs to wrap up all sales and inform customers as the closing time draws near. In case a Vendor needs to leave early, please inform KSFM staff so that your space can be packed up.

SCALES:

Purchases based on produce weight must be weighed on an accurate scale. Vendors using scales must have them calibrated.

SIGNAGE:

All Vendors must have signage identifying their farm or business prominently displayed and including contact phone numbers. Signs for products and prices should be legible and clearly displayed. KSFM must approve all signage other than the name of business and pricing information.

PRICING:

Pricing of goods sold at the KSFM is solely the responsibility of the individual Vendor.

CASH TRANSACTIONS:

Vendors with more than 10 cash transactions per day are required by the Department of Taxation to have a documented record system and must offer a receipt or other record of the transaction. Hawaii State Department of Taxation may approach Vendors at the KSFM for verification of receipts for cash transactions or the Vendor's documented record system.

VENDOR PAYMENT OF TAXES:

All Vendors must report all income received to the appropriate taxation authorities and pay all applicable taxes, including but not limited to general excise, state and federal income taxes, municipal taxes, etc. Vendor further represents and warrants it shall indemnify and hold harmless KSFM for any failure to pay any applicable taxes. Vendors must be in compliance with all Hawaii State, County, and Federal tax laws. Any tax violations may lead to cancellation of Vendor participation at the KSFM. Upon remedy of the violation, the Vendor may be considered for return to the KSFM upon availability of booth space.

Kings' Shops Farmers Market

REMOVAL OF TRASH:

Vendors are responsible for maintaining cleanliness in their booth and immediate surrounding area. Vendor shall provide a small trashcan for refuse when samples are provided. Each Vendor is responsible for their own trash and must put their trash in the trashcans and dumpsters, according to the KSFM's agreement with the landlords.

Vendors not keeping their area clean and removing all debris at close of market will not be allowed to return.

ATTENDANCE, ABSENCES AND CANCELLATIONS

Attendance:

Consistency and customer service are essential for the success of the KSFM. A Vendor who participates in the KSFM must make a 3-month commitment and be present at KSFM each week of that 3-month period. Vendors must understand that the KSFM exists to support agriculture in Hawaii and the arts and crafts by providing a venue for merchants on the Island of Hawaii to sell locally grown and hand crafted products and to promote KSFM's message to "buy locally grown." If the Vendor is unable to make this weekly commitment, it is required that a well-trained staff member is available to talk to customers about the Vendor's farm, ranch, art, crafts and products. The booth has to have a representative in the booth at all times, please staff accordingly.

An excused absence does not apply to these attendance requirements. KSFM is the only entity that can excuse an absence. Vendors must notify Elly (808) 963.1181 no later than 6:15am the day of the market.

Absences:

Absences due to illness, injury, death, personal family matters that affect one's ability to supply produce or product and staffing for the booth, equipment failure, lack of produce or product due to weather or other natural or manmade calamity need to be reported to the KSFM with at least 24-hour notice to be considered an excused absence with no penalty. All other excused absences shall be granted on the discretion of KSFM.

An unexcused absence occurs when a Vendor does not show up for the KSFM on the scheduled day and provides no prior notification to the KSFM. This "no show" is very disruptive to KSFM operations and has a negative impact on good customer relations. The penalty for an unexcused absence shall be the forfeiture of the fee for that day.

Kings' Shops Farmers Market

More than 3 unexcused absences the Vendor will not be allowed to return to the market.

Should a Vendor have two (2) unexcused absences, the Vendor shall be advised that upon the third unexcused absence, the Vendor shall forfeit the booth and must reapply to KSFM and be evaluated for return to the Market. The unexcused absences are a matter of permanent Vendor Record. In the event of an excused or unexcused absence, KSFM may fill the vacant booth with a temporary Vendor from the current pool of eligible Vendors.

Excused absences of extended periods severely compromise the KSFM's ability to provide a year around showcase for locally grown and locally manufactured products. KSFM also recognizes that all current and former Vendors are important to the continued success of the Kings' Shops Farmers Market. Therefore, the following policy shall be in effect for prolonged absences:

Cancellations:

Kings' Shops Farmers Market Cancellation: If a circumstance arises where the KSFM needs to be cancelled, the KSFM Manager shall announce a scheduled cancellation. Vendors shall be given the information as soon as it is available via text message, phone call or email notification. In the event of a Civil Defense, State or Federal alert for tsunami, hurricane, terrorist attack, war or a major life threatening or property damaging disaster, the KSFM shall be cancelled by the Kings' Shops or the KSFM.

Rainy Weather Cancellation:

Vendors are expected to participate in the KSFM regardless of the potential for rain. Weather forecasting is not always accurate. Therefore, KSFM shall assess the weather conditions on that day and cancel the KSFM if it is deemed hazardous to the Vendors and customers, damaging to Merchandise and equipment or impacting business in a negative manner. KSFM shall determine whether Vendors will receive credit for a cancelled Market day.

KSFM PLACE ENVIRONMENT

Creating A Professional, Friendly Market Experience

KSFM reserves the right to govern the Market in a manner consistent with good business practices and believe Vendors must present themselves in a professional manner at all times.

This includes:

1. All sellers must be properly dressed in clean clothes.
2. All sellers must wear appropriate footwear at all times.
3. All sellers must exercise appropriate hygiene when handling food products.
4. All Vendors shall respect and treat each other kindly. No foul or threatening language allowed. Offensive remarks shall not be tolerated.
5. All Vendors shall refrain from soliciting other Vendors in the KSFM area during KSFM hours.

Kings' Shops Farmers Market

6. All Vendors shall represent themselves in a professional manner when interacting with customers and other vendors. Vendors shall not discriminate in any manner against customers or other Vendors.
7. All Vendors shall maintain a clean, attractive display in their booths.
8. All Vendors shall respect the right of MUHO customers to come to a clean and family-friendly atmosphere where they feel safe and welcome – shouting or hawking is not permitted. Items of a non-family nature will be removed MUHO requests; the definition on family nature is solely at MUHO's discretion.
9. Smoking by Vendors is not permitted in the MUHO area.
10. Vendor's animals are not allowed in the MUHO area except for service animals such as seeing-eye dogs.
11. Children of Vendors under the age of 16 must be under control of their parent or guardian at all times and anyone under the age of 18 is the responsibility of the Vendor.
12. No soliciting by charitable or activist's groups in the MUHO area.
13. Boxes and carts should be placed under the tables or placed in a way that they do not look bad.

MUHO Manager Role:

The MUHO Manager's job is to coordinate all of the activities of the weekly operations of the MUHO. This includes oversight of the MUHO set-up and breakdown, cleanup, weekly stall assignments and assuring Vendor compliance with all MUHO rules and regulations. The KSFM Manager also acts as a conduit of information from the Vendors and customers to the Kings' Shops. The KSFM Manager has complete authority to interpret and implement policy and rules and regulations at the KSFM site. Any concerns and proposals may be submitted in writing to the KSFM.

The Manager will be the liaison between Kings' Shops and Vendors. The Manager will facilitate all vendor, Kings' Shops and customer complaints.

KSFM reserves the right to terminate Vendor participation in the Kings' Shops Farmers Market immediately if the offense warrants such action. These include but are not limited to acts of violence, selling produce and products that are not grown or produced in Hawaii. No portion of any membership fees or weekly fees shall be refunded to any Vendor if terminated from participation in the Outlets Outdoor Market.

Vendor Signature:

Date