

Kamuela Farmers Market LLC

at

Pukalani Stables

Vendor Rules and Regulations

The Market Rules and Regulations are to be followed by all those who participate in the Kamuela Farmers Market at Pukalani Stables.

1. Ownership/Management

- a. Kamuela Farmers Market at Pukalani Stables is owned and operated by Kamuela Farmers 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 Kamuela Farmers Market, LLC Bylaws, any of which it may change from time to time at its sole discretion. Paniolo Preservation Society, as licensor, has the right to recommend changes to rules that have specific impact to the stables, as it deems necessary. Under the License Agreement with Paniolo Preservation Society, a member of Kamuela Farmers Market, LLC serves as Market Manager. The name *Kamuela Farmers Market* belongs to Kamuela Farmers Market, LLC and the name *Pukalani Stables* belongs to Parker Ranch.
- b. A Steering Committee, appointed by the Members of Kamuela Farmers 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, Kamuela Farmers Market, LLC desires vendors who are committed to weekly attendance at the Saturday Market.
- b. The Market currently has a capacity for approximately 30-35 Vendors. There are currently three categories of vendor: full-time, part-time and seasonal. Full-Time Vendors will be given preference for space assignments. 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. A completed Vendor Application constitutes an agreement to abide by all rules of Kamuela Farmers Market.

- d. 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 Kamuela Farmers Market. 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 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.
- e. 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. The "prime spots" at market currently include the front of the stables outside the fence, the covered spots under the overhang and the open/tent required spots in the center courtyard. These spots should be continually filled with vendors. In order to ensure a full market these "prime spots" will be assigned to vendors who consistently attend market. Any vendor who occupies a "prime spot" and misses 3 markets in any 8 week period maybe relocated to a spot as determined by the steering committee and management. This does not include scheduled infrequent absences from market such as annual vacations or sudden emergencies
- c. A full-time Vendor's failure to be in attendance at the Market more than four times in any calendar quarter, or more than sixteen times in one year, may result in that Vendor's suspension. A full-time Vendor who misses three consecutive weeks may be suspended from the Market. Seasonal vendors are strongly encouraged to maintain full-time attendance at the Market during the relevant season. An email warning will be sent to any Vendor who is close to missing enough Market days to result in suspension.
- d. 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.

4. Booth Requirements and Facilities.

- a. The Market will be held under the eaves, on the grassy area in the courtyard, and in the building hall "Hale Aina".
- b. Vendors may park in the main parking lot fronting the stables beyond the concrete corner pole with orange marking tape, vendors are also encouraged to park off of Pukalani Rd or Ala Ohia Rd. The fire lanes (cement walkways) must not be obstructed at any time. Parking maybe adjusted and modified as market needs change.
- c. A tent or canopy is required for each vendor who is not in the building or under the eaves of the building. 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 are encouraged 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, upon permission from Management may be purchased separately, for an additional charge per Market day. Pukalani Stables is a historic building with historic wiring and electrical usage must be minimized as much as possible. Restroom facilities are available on the north-east side of the building.

5. Hours of Operation

- a. The Market will be open from 7:30 AM until 1:00pm on Saturdays throughout the year. Vendors must be present with tents in place and ready to vend by 7:30 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 closed on September 9th & 23rd, 2017 for the Hawaii Horse Expo and PPS Fundraiser respectfully.
- c. The Market will be open for Vendor set-up at 5:00 AM. All vehicles must be cleared from the Market area by 7:20 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 Pukalani Stable property by 2:00 PM. Vendors who sell out before market end may leave early however they should do

so in such a manner as to limit disturbing the market. Vendors should not drive vehicles in the Market area while any other Vendors remain open for business.

- d. 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

Fees for weekly space rental (and for electricity when provided) will be set by Kamuela Farmers Market, LLC and are subject to change with notice when necessary. Vendors paying for the entire month in advance on the first Saturday of the month will be charged \$25 per week, those paying for less than a full month will be charged \$30 per week. 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.

- a. 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.
- b. 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 Paniolo Preservation Society. 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 cement). 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 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) and provide management certificates (2) of additionally insured naming the following two entities

#1, Kamuela Farmers Market
PO Box 2014
Honokaa, HI 96727

and

#2, Paniolo Preservation Society
67-139 Pukalani Road
Kamuela, Hawaii 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.
- c. 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.
- d. 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.

- e. 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 is encouraged to 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 Paniolo Preservation Society.
- 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.

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 or any illegal drugs by Vendors at Market is prohibited.
- e. Pukalani Stables has a no-smoking policy. Vendors are required to abide by this policy, and to discourage customers from smoking in the area.
- f. No hawking or calling out to attract buyers is permitted.
- g. Vendors are not permitted to bring pets to the Market. This is for the safety of its customers. 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 Paniolo Preservation Society that the Market will leave the area 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 Pukalani Stables trash cans. All refuse, including used oil/grease, and food residue, must be removed from each area 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 cement and in the building, and who prepare and serve food must minimize the amount of food residue that falls on the floor. All

food, grease, oil, etc. must be cleaned from the surface of the floor at the close of the Market.

- c. At the end of each Market, every Vendor should check 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, Paniolo Preservation Society 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. Violation of the Rules.

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