



KAMUELA FARMERS MARKET RULES / POLICIES (09/25/2021)

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

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 owner/operator of Kamuela Farmers Market, LLC, may advise the Market Management 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. Full-time vendors will receive preference for available spaces.
- b. The Market currently has a capacity for more than 50 Vendors. There are currently two categories of vendor: full-time and part-time. Full-Time Vendors will be given preference for space assignments. A limited number of part time vendors may be

accepted for admission to the Market at the discretion of the Steering Committee and the Market Management.

- c. A completed Vendor Application constitutes an agreement to abide by all rules of Kamuela Farmers Market.
- d. Applications for Vendor participation will be taken as received, but will be acted upon by the Market Management and 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
- e. Farmers Market. New applications will be presented at a 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.
- 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 Management. However, no booth space assignment should be considered "permanent" as rearrangements may be made as the needs of the Market dictate. Management reserves the right to assign and reassign spaces to vendors in its sole and absolute discretion.
- g. Booth proprietors who hire help to run or manage their booth for them are fully responsible for the conduct and training of their help. This includes but is not limited to, market rules, rent payment, setting up and securing their tent if one is required, tardiness, attendance and their attitude. It is not the responsibility of the market or its management to teach or look after them. Vendors and their hired help should limit talking on cell phones while manning their booths and should engage with customers to promote their product.

3. Booth Requirements and Facilities.

- a. The Market will be held under the eaves, on the grassy area in the courtyard, outside the courtyard along the fence, in the lot opposite the front of the stables and access road to Holoholo Ku, in the building hall "Hale Aina" and behind Hale Aina.
- b. Vendors may park in the main parking lot fronting the stables beyond the concrete corner pole with orange marking tape, behind the stables and 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 areas 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. (*Vendors with tents, see # 11, b for safety requirements*) 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 will be additional charges for additional space. All vendors are required to have a banner type sign that shows their name (or business name) in a prominent manner every Market day. The prominent display of a vendor's banner is the most economical and efficient means of advertising a vendor's brand and will enable word of mouth customers to locate specific vendors at the market. The vendor's well displayed banner will increase sales and will enhance the overall success of the market. Table coverings for all tables are required as well. Note: Tents with the “overhang” on them that go past the tent legs are not permissible, unless approved by the Market Management.
- d. All displays should be neat and tasteful. Vendors should, in general, avoid displaying products in plain cardboard boxes or plastic storage tubs, as those are often unsightly. Cardboard boxes displaying a business name or brand other than that of the Vendor are prohibited.
- e. Vendors must maintain a clear walkway for customers to move from one Vendor to another without obstruction, this is important for customer movement and it's also a safety issue which will be enforced by the Market Management.
- f. Space may not be transferred from one Vendor to another.
- g. Potable water will be available as needed to all Vendors. Electricity is available for a limited number of Vendors with permission from Market Management. There may be an additional charge for electricity 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.

4. Hours of Operation

- a. The Market will be open from 7:30 AM to 1:00 PM 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 Market Management. Paniolo Preservation Society reserves the right to cancel the market for its own use up to 4 times a year upon 90 days prior notice. For safety and logistical operations sales to customers prior to 7:20 am are strictly prohibited. Market will be officially opened at 7:20am and closed at 1:00pm by the ringing of the triangle dinner bell.
- b. The Market will be open for Vendor set-up at 5:00 AM. All vehicles must be cleared from the Market area and parked in the lot by 7:15 AM. Not more than one vehicle per vendor should be in the Market area during setup, unless approved by the Market Management.
- c. Vendors are required to stay at the market until the market closes at 1:00 PM. If a vendor sells out, they are still required to stay at market and their booth must remain intact, with signage, tables with coverings and tent/s if you have one. Vendors are

strongly discouraged from consistently selling out an hour or more before market day ends and must still attend to and man their booth.

- d. Vendors may start consolidating their products 15 minutes before market closing time but are required to leave their signage, tables and tents up until the end of market. If you still have customers at market closing, serve them. Vendors should complete break-down and are expected to leave the Pukalani Stable property by 2:30 PM. All vendor items and vehicles must vacate the premises by 3:00pm.
- e. Vendor vehicles cannot enter the center courtyard until 20 minutes after market closing time.

5. Vendor Status or Classifications

Full time = Vendor attends market every Saturday. Market fees due in full on the first Saturday of the month. Vendors with full time status will have the opportunity to move to a new spot if one should open based on seniority, attendance and tardiness record.

Part time = Vendor attends less than every Saturday of the month or only during certain periods of the year. Part time vendors need to be consistent with the same market days every month. Example: 1st and 3rd Saturday of the month.

The market prefers full time vendors and preference will be given to those vendors who commit to full time attendance.

Booth fee is paid in full for all the market days of the month the vendor will attend on the first market of the month the vendor attends. Example: if the vendor will be at market two times, 2 X \$50 = \$100 paid in full on the first Saturday of the month you attend.

Probation = The status a vendor can be put into if absent or tardy according to the rules described under "Attendance Protocol" item # 7 below. Probationary status automatically applies to all new vendors of the market. Probation will be for a period of 2 months.

6. Market 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.

Full time vendors will be charged a monthly fee \$140 for the month in advance on the first Saturday of the month. Full time vendors who miss the first Saturday are still required to pay the full monthly fee.

Part time vendors will pay \$50 per week for the Saturdays of the month they will be at the market for the month, no weekly payments.

Rents, including any various fees, are payable for one month in advance, due on the first Market day of each month by 10:30 am. Rental fees are not refundable for missed market dates, or for permanent withdrawal or removal 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.

7. ATTENDANCE PROTOCOL: Notification, Absences and Tardiness

Vendor notifications*, attendance / absences (scheduled and unscheduled) and tardiness are recorded/marked on the vendor record by market management to ensure market consistency.

- a. * Notifications: vendors must notify the Market Management no later than 5 pm on Friday the day before market if they are going to be absent. Failure to do so will result in a mark on their record. For planned absences notification should be given as soon as possible.
- b. Attendance: A Full or Part Time Vendor's failure to be in attendance at the Market more than 2 times in any rolling 20 weeks commencing on the first day absent from market, or more than 5 times in one year will result in a mark on their record and are subject to losing their spot and their authorization to participate in market
- c. Tardiness: vendors who are **NOT** unloaded and parked by 7:15 am will receive a mark.

If a vendor receives three marks in any 12 month period their status will be changed and they will be placed on a 2 month probationary period.

- A vendor who has a status change will be on a probation period of 2 months. If there are no problems during the probation period, then vendor may return to their previous status. However, if the vendor was moved because of attendance and /or tardiness problems, the vendor may not get their original spot back.
- If a vendor-while on probation-receives an additional attendance mark, that Vendor may be suspended or have additional probation time added. This will be determined by the Market Management.
- A Vendor who misses 3 consecutive weeks may be suspended from the Market. A suspended Vendor must reapply for reinstatement which will be at the sole discretion of the Market Management.

8. Sharing Booths

Vendors may not generally share or attempt to assign their space with another Vendor. Vendors desiring an exception to this rule must first present their request to the Market Management. Market Management will consider such exceptions only when the exception would produce a significant benefit to the Market. If Market Management agrees to permit an exception of this kind, an additional fee for booth sharing will apply.

Vendors may not share their booth with “other people” to sell products produced or made by these “other people”, unless full disclosure has been made to Market Management, and in turn, Market Management has approved it.

9. 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, Market Management and the Steering Committee may approve other vendors/products if admitting such a vendor/product would provide significant benefit to the Market and its customers.
- c. Vendors are approved by Market Management and 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 has not received approval. 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 Market Management to present for approval prior to introducing the product for sale. Market Management and 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. A vendor will be approved for one principal, and one secondary item that make their booth “unique” at the market. This does not mean that a vendor can only sell two items; they may sell whatever has been previously approved. It does mean that another vendor will not be approved to sell the same principal “unique” item. However there are some exceptions to this general rule, such as jewelry, art or produce. This will always be determined by Market Management which has the final say. Once approved vendors must continue to offer said items on a regular basis. If a vendor stops offering specific item(s) for a period of 60 days or more he/she may lose the approval to sell such item(s) and will have to reapply for permission to sell said items.
- e. Ancillary products, incidental to a Vendor’s principal product, may be sold in small quantities, with the approval of Market Management and the Steering Committee. If one of a Vendor’s ancillary products becomes primary, that Vendor must request permission to change primary products to the new one, and may not sell such product for more than four weeks without receiving such permission.

10. 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. At no time should a vendor's booth be left unattended for more than may be necessary for short bathroom breaks or for unforeseen emergencies.
- e. Consumption of any illegal drugs by Vendors at Market is prohibited. Consumption of alcohol by Vendors at Market is prohibited during market hours.
- f. Pukalani Stables has a no-smoking policy. Vendors are required to abide by this policy, and to discourage customers from smoking in the area.
- g. No hawking or calling out to attract buyers is permitted.
- h. 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.
- i. Vendors may not sell products or otherwise solicit customers outside of their assigned booth space.
- j. Commercial deliveries at the Market are prohibited.
- k. 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.
- l. Vendors who are dealing with or witness rude, obnoxious or contemptuous visitors at our market should report them to market management promptly so they can be directed to leave the market. Management will not tolerate disrespectfulness, bad behavior or foul attitudes from vendors or visitors at the market.

11. Safety and Vendor Responsibility

- 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/tent is securely anchored at each of its four legs, and can withstand the strong wind gusts that can occur in Waimea. Forming stakes (18" long is a good length), pounded into the ground a minimum of 6" and attached with several wraps of duct tape, heavy velcro or bungee cords to each tent leg. 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). Market Management 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 Market Management 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, ratchet straps or multiple wraps of heavy-duty bungee cord). If you are unsure or have questions, please see Market Management. Note: the small anchor pins which come with a tent/canopy are not acceptable to use, even in conjunction with weights.

12. Insurance

Insurance is required for all vendors who attend the market, regardless of status, full, part, casual or one time. Each vendor shall maintain a general liability insurance policy (minimum \$1 million/\$1 million) It is the Vendors responsibility to obtain and maintain insurance. Market Management will attempt to notify the vendor as a courtesy, that its insurance will expire 1 month before expiration. If the vendor does not secure new insurance before it expires, then the vendor will not be allowed to attend market until such time that insurance is obtained and market management is given the appropriate and correct documentation by the vendor, including providing management with the two certificates of additionally insured naming the following two entities. NOTE: Make sure the information below is correct on each of the additionally insured certificates, or it will be rejected.

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

**#2.
Paniolo Preservation Society
67-139 Pukalani Road
Kamuela, Hawaii 96743**

13. Food Permits

Food permits are required by the Dept. of Health for all vendors who make, sell, serve or give food samples. Vendors who are required to have a food permit will need to have and maintain a current permit on file with Kamuela Farmers Market. When possible, KFM management will attempt to remind a vendor that its permit is going to expire 1 month prior to its expiration date as a courtesy. If the vendor does not secure a new food permit before the existing one expires, then the vendor will not be allowed to attend the market until such time that one is obtained and market management is given the appropriate and correct documentation by the vendor. Note: Make sure that all food and/or drink items are listed on your permit. If you give samples, make sure "samples" is written on your permit with what samples you give.

14. 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. Any trash generated, accumulated from inside a food truck or vendor area is the responsibility of the vendor to dispose of and not include with the market's end of day trash. It is not the responsibility of Kamuela Farmers Market to dispose of a vendor's trash. The trash bins and hauling provided by the market is meant to be for customer use.
- 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.
- c. 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. Discarding any food waste or grey water on the courtyard lawn is strictly prohibited. KFM has agreed that the condition of the premises is left the way it was when arriving.
- d. 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. Vendors including Food trucks are not allowed to dispose of any or all grey water anywhere on market grounds.

15. Temporary Booths

At the sole discretion of the Steering Committee and Market Management, limited booth space may be provided for community service, not-for-profit organizations, or for other uses that may bring a benefit to the Market or to the greater community. Sales of products by organizations permitted under this Paragraph may be approved at the discretion of Market Management and 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. Organizations utilizing a temporary booth must provide the same insurance documents as regular vendors, as outlined in Paragraph (12) herein and follow all market rules. Opportunities for these booth spots are very limited and may have a fee associated with them to be determined by Market Management.

16. Applicable State and County Laws

- a. Vendors of any processed food or drink items or who give tasting samples of any food or drink item, must have a current Temporary Food Establishment Permit, issued from the Hawaii State Department of Health. A copy of the current Temporary Food Establishment 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 and are current on their State of Hawaii annual scale certification requirements. 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.
- d. It is the responsibility of each Vendor to adhere to any and all county, state and federal laws pertaining to temporary vendor establishments or operations at "farmers' markets."

17. Violation of the Rules

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