Welcome prospective and returning Portland Farmers Market vendors!

Whether you’ve been with Portland Farmers Market for 25 years or are considering joining us for the first time, we are happy you’re here.

Each fall, we spend a few weeks editing and updating this handbook, to ensure we are clear on our rules and policies, and also our culture, our vision and our community. As Portland grows and changes, the needs of our markets do as well.

We have spent the last year with our board of directors, refreshing our strategic plan. We remain dedicated to the success of all of our vendors by listening and acting on vendor and shopper needs. In summer 2019 we conducted a shopper survey that will inform our marketing messages in the coming years. The strategic planning effort also deepened our equity philosophy and built tools for analyzing results at each market.

While the nuts and bolts of our handbook remain largely the same from 2019 – Canopy weights! Stall fees! Sourcing requirements! – You’ll notice a few updates and clarifications such as tips for security at market, new payment options for percentage paying vendors and an updated process for verifying farm products and ingredient sourcing.

This handbook aims to support safe, fun and sustainable markets with policies that lead to the success for all of our vendors. Share this handbook with your staff, so they can refer to it as questions arise. Please reach out with any need for clarification.

Thank you and welcome to the 2020 Vendor Handbook!

Sincerely,

Portland Farmers Market Staff
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About Portland Farmers Market

Portland Farmers Market (PFM) is a nonprofit organization operating five vibrant farmers markets in Portland, Oregon. Our markets provide a direct connection to almost 200 vendors with deep roots in Oregon and Washington, including farms, nurseries, bakeries, meat and seafood providers, cheese makers and specialty food producers.

Mission

PFM operates world-class farmers markets that contribute to the success of local food growers and producers, and create vibrant community gatherings. As a trade association, success for our vendors is our primary objective. Listening and learning from vendors and shoppers produces outstanding farmers markets where vendors prosper and communities thrive.

Values

- **Nourishment**: Food is the heart and soul of our lives. Access to fresh nutritious food is a foundation for health and human dignity.

- **Sustainability**: Our markets and operations model social, economic and ecological sustainability.

- **Relationships**: Proactive personal connections and cooperation underlie our dedication to vendor success and engagement with communities.

- **Excellence**: By combining innovation and industriousness we achieve our best while making farmers’ markets a fun, accessible and beautiful experience.

- **Organizational Integrity**: We maintain financial strength and professional fulfillment in a lively team environment that celebrates cultural and personal differences.

- **Market Integrity**: We are accountable to our shoppers by requiring our vendors to produce what they sell and source what they can from local growers.

Our Business Strategy

It all starts with a strong foundation. PFM is an organization that invests in its vendors, employees and volunteers. This strong base allows us to be a leader in the local food movement and to assure our markets are robust and vital experiences for vendors. In addition to well-communicated logistics and values-based relationships, our primary purpose is to creatively attract shoppers to our thriving marketplaces. We are also committed to providing business development support, a diversified shopper base and expanded selling opportunities for our growing collection of culturally diverse vendors.

Equity Philosophy

Portland Farmers Market offers inclusive marketplaces for farmers and food entrepreneurs to thrive and for food to nourish our communities. We celebrate a diverse range of social identities through the voices of our vendors, shoppers, employees and volunteers.

In our communities, at our markets, and within our organization, we are committed to addressing inequities as a critical step in sustaining our mission. To that end, we provide and promote access to business opportunities and nutritious food in many communities, including those impacted by injustice, oppression, and poverty.

Because we operate from a position of privilege we cannot do this work alone. We intentionally develop reciprocal relationships that allow us to build on the strengths of us all.
Learn more and see our Strategic Plan

Visit us at www.portlandfarmersmarket.org or contact us:

240 N Broadway Suite #129
Portland, OR 97227
(503)241-0032
contact@portlandfarmersmarket.org

2020 Market Schedule

Saturday ~ Portland State University

January 4 – December 19 (51 markets)
Market closure: December 26th
Location: South Park Blocks at Portland State University
Cross streets: SW Park between SW Montgomery & College
Market hours:
8:30 a.m. to 2 p.m. April – October
9 a.m. to 2 p.m. November – March

Sunday ~ King

May 3 – November 22 (30 markets)
Location: Northeast Portland
Cross streets: NE 7th at Wygant between Alberta and Prescott
Market hours: 10 a.m. to 2 p.m.

Sunday ~ Lents International

June 7 – November 22 (25 markets)
Location: Southeast Portland
Cross streets: SE 92nd and Reedway
Market hours: 9 a.m. to 2 p.m.

Wednesday ~ Shemanski Park

May 6 – October 28 & November 25 for a special Harvest Market (27 markets)
Location: Downtown Portland - South Park Blocks
Cross streets: SW Park between Salmon and Main
Market hours: 10 a.m. to 2 p.m.

Wednesday ~ Kenton

June 3 – September 30 (18 markets)
Location: North Portland
Cross streets: N Denver at McClellan
Market hours: 3 p.m. to 7 p.m.
Criteria for Vendor Selection and Governance

This information pertains to businesses applying to become a PFM vendor. It also serves as a reference for approved vendors seeking reminders about:

- PFM screening and vendor selection criteria
- Required licenses
- Product category definitions
- PFM application process

PFM is committed to creating a diverse marketplace with the highest quality, locally-produced products available. PFM will not be bound to apply a particular set of selection criteria in every instance and reserves unconditional discretion to accept or refuse any business or products.

Products accepted at PFM

All products must be grown, raised, caught, gathered or produced by the vendor in Oregon or Washington, and must be pre-approved before being sold at the market.

Portland Farmers Market is strictly a food and farms marketplace. We are interested in showcasing locally grown, raised, sourced and produced products. Non-farm businesses are required to have 25% or more of their product ingredients locally sourced directly from Oregon and Washington farms.

Products not accepted at PFM

PFM does not allow the sale of the following items:

- Crafts and non-food items unless farmed and processed by the producer (e.g., flowers, herb tinctures, beeswax candles, wool products)
- Food items not grown and/or processed by the vendor, including beverages (i.e. cans of soda or juice and bottled water).
- Nationally/Internationally distributed products (defined as distribution to 10+ states OR determined by percentage of total business sales)
- Pet foods and treats (except when raised by a rancher/farmer AND are minimally processed)
- Meat and dairy products treated with growth hormones such as rBGH
- Genetically modified crops
- Businesses that operate under a franchise agreement
- Products containing THC

Hemp/CBD Products

Portland Farmers Market’s (PFM) rules for admission of hemp-based products are based on Oregon law and the market’s interest in supporting Oregon growers.

Oregon Department of Agriculture (ODA) requires registration of all industrial hemp growers & handlers. PFM requires those registrations to be verified before the products can be sold at market. PFM will accept hemp/CBD products ONLY derived from registered Oregon growers.
PFM welcomes all types of legal hemp products from dried buds to tinctures, lotions and edibles. Consumers deserve to know all ingredients in the products they consume, therefore PFM recommends that products are labeled or include information on all ingredients including hemp testing results for pesticides, solvents and potency.

Criteria for Processed and Value-Added Foods

In addition to the factors and criteria for general vendor acceptance listed above, food artisans and hot food vendors must submit products to a jury process. This includes farm vendors with value-added products.

The sample should include a completed new product submission form along with an ingredient sourcing form, listing all ingredients used and their farm sources. If you are changing a flavor on an already approved item (i.e. raspberry cookies instead of strawberry, with same source) you do not need to re-submit.

Priority is given to start-up businesses. Products are evaluated on the factors outlined below.

- **Ingredient sourcing**
  - Raw agricultural products available in Oregon and/or Washington are expected to be sourced locally and directly from producers when possible.
  - At least 25% of raw ingredients are purchased directly from local farms, preferably from existing PFM farm vendors.

- **Production and distribution**
  - All value-added products must be made by the vendor participating at PFM.
  - Farmers may use a co-packer for products containing their unprocessed ingredients, however all other products must be produced by the vendor.
  - Farmers may direct market certain processed products without ODA licensing in accordance with the Oregon Farm Direct Marketing Law. This includes fruit based syrups, preserves, pickles and other lacto-fermented foods. Learn more about ODA possible food license exemptions.

- **Market needs**
  - Products that are in line with PFM’s mission and values and reflect seasonal availability of local agricultural products.
  - Well-rounded product balance and booth space availability.

- **Quality**
  - Handmade with traditional methods in mind.
  - Unique and of the highest quality.

- **Labeling and packaging**
  - Legal requirements such as net weight and ingredients.
  - PFM encourages vendors to utilize packaging that reflects a waste-reduction ethos (i.e. packaging that has maximum recycled content, accepting a deposit for containers that may be reused by the vendor, etc.)
General priority of acceptance for all vendors

- **Agriculture**
  - Priority is given to those regional farmers and producers who bring products to market that are 100% grown and harvested on farmland in Oregon or Washington that they own and/or operate.
  - Priority is given to farmers who use environmentally responsible and sustainable growing, breeding, raising, and harvesting methods.
  - Farmers have priority over food artisans, bakery and hot food vendors.

- **Conduct, compliance and customer service**
  - Businesses with a history of compliance with market rules and procedures as well as federal, state and local regulations are given priority over others in their vendor category.
  - Market attendance by owner operators over the course of their season to foster a connection between the vendor business and customers.
  - Courteous and knowledgeable at-market staff with strong customer service skills and a history of positive interactions with market staff, customers, fellow vendors and volunteers.
  - Timely submission of payments, applications, licenses, gross sales forms and other market correspondence.
  - Adherence to PFM’s policy prohibiting workplace violence.

- **Product quality**
  - Consistently high product quality: fresh, flavorful and ripe.
  - Clean and attractive displays.
  - Farm direct sourcing for value added products and hot food

- **Food safety and Booth Setup**
  - Adhering to the highest standards in safe food production and handling. This includes all county, state and federal food safety regulations.
  - Vendors are encouraged to display any certifications at market.
  - Booths are set up clean and tidy

- **Diversity in the market & Product balance**
  - We reserve the right to prioritize businesses that directly support our vision of a healthy and sustainable food system.
  - We strive to maintain a wide array of products at market. Products that are unique or new to our markets will be prioritized to avoid product duplications.

- **Seniority**
  - Number of years a vendor has sold at PFM.
  - Number of PFM markets at which a vendor sells.
  - Positive attendance record.
  - A handcrafted aesthetic that does not resemble commercial-style packaging.
Hot Food Prioritization

Hot food vendors must meet the above requirements and qualities, the following are prioritizations used to help decide between businesses when there are more applications than availability. PFM reserves the right to make decisions based on what is best for the market, regardless of what is listed below.

1) Business uses local raw agricultural product for all of their products (ex: business buys strawberries from local farmer to make into jam to use on their sandwiches.)
2) Business uses some farm-processed value-added products. (ex: business uses jam made by local farm on their sandwich.)
3) Business uses food artisan products. (ex: business buys jam made by local producer who buys berries locally.)
4) Business uses local business’s products. (ex: business buys jam made by local producer who buys berries elsewhere.)

Durable Service Ware Requirements for Ready to Eat Food

- Vendors serving food/beverages intended to be consumed on-site at the PSU, King, Lents and Kenton market locations are required to use reusable, durable, non-breakable plates, bowls, cold cups and utensils (forks, knives, spoons) for food service.
- Dishes must be a unique color, pattern or other identifying criteria.
- Uncoated paper liners are permitted but discouraged to reduce waste.
- PFM will permit a “rental fee” for the cups of up to $1. Shoppers may either return the cups directly to vendor’s booths (to get their rental fee back) or to the dish return station (forfeiting their rental fee).
- Prior to purchasing durables, vendors are required to submit their proposed dishes, cups and utensils to PFM for approval to ensure uniqueness amongst vendors.
- To-Go/disposable containers, cups, straws and utensils are to be kept out of plain site and may be used upon shopper request only.
- Durable Dining Audits will occur unannounced each month. Violations will incur a $50/per fine, at Management’s discretion. Audits check for the following:
  - Adequate wares for the entire market. If vendors run out of durable wares during market, back-up plates are available for day loan and forks are available for sale
  - To-go wares are out of site from customers
  - To-go wares are only distributed upon request
  - Dish tub for returned dishes is present and accessible to PFM staff and shoppers
  - Ground cover is present if necessary
  - Proper fire extinguisher is present
**Partnerships and shared market space**

Partnered businesses are permitted to share market space and resources in some preapproved cases. Each shared booth member is required to have his or her own liability insurance, submit a separate application and pay a separate application fee.

Signage at the market must comply with market standards and include both business names, locations and products of each shared booth member. Signage requirements are covered in the next section.

To be considered, interested vendors should submit a written request with a copy of the partnership agreement. All requests will be reviewed and approved at PFM’s discretion.

Relevant partnerships include:

- Geographical proximity between farms
- Value added vendors primarily using the farm partner’s raw ingredients

Generally, PFM does not allow second farm applications (e.g. one farm selling another’s product), except for short-term solutions to important products missing at a market. Second farm requests should be submitted in writing to the Operations Director and will be considered on a case by case basis.

**PFM Policies for all Vendors**

As a valued PFM vendor, you and your staff are responsible for reading, understanding and following all applicable market rules, policies and regulations pertaining to your business category. This includes regulations and policies set by applicable local and state agencies. Following the rules helps keep Portland Farmers Market a vibrant and viable community asset with the highest degree of integrity.

Complying with the rules makes you a “vendor in good standing.” Actions and behavior that result in non-compliance with market rules will result in a range of consequences, including warnings, fines, probation and suspension (beginning on p. 38).

We appreciate your cooperation!

If you have questions about any of the information in this handbook, please contact the Operations Director:

Amber Holland
amber@portlandfarmersmarket.org

**Requirements for acceptance**

The following are requirements for all vendors who participate with PFM. PFM reserves the right to deny any vendor application, prohibit anyone from selling at the market and/or prohibit any product from being sold at the market.

1. **Application and agreement**

   - All prospective vendors must complete and sign a PFM vendor application and agreement. Visit [www.Farmspread.com](http://www.Farmspread.com) to create your profile and apply for markets
   - All prospective vendors must read the entire vendor handbook each season to ensure a full understanding of PFM’s policies and updated materials.
   - All vendors, returning or new, must submit an annual application fee with submitted applications. One flat fee includes application to any and all of PFM’s locations.
2. Product declarations, additions and jurying

- Vendors are required to submit a complete list of all products they wish to sell at the time of application to PFM.
- PFM requires a completed ingredient sourcing form listing each value-added item and the name of the farm, business or company from which each ingredient is purchased. Each year, vendors must submit an updated ingredient sourcing form for value added products.
- Any new products must be submitted for jury along with a new product submission form.
- Non-farm vendors must source at least 25% of raw ingredients from local farms. Products grown in Oregon and/or Washington are expected to be sourced directly from a local farm.
- Non-farm vendors cannot use co-packers. Products processed by a second party or a co-packer may be approved on a case-by-case basis.
- The following specific information must be included on packaged, processed foods: product name, net weight, ingredients in descending order by weight, name and address of the producer or distributor. These labeling requirements do not apply to bulk dried foods.
- Before selling any products, vendors must have pre-approval from PFM management.
- In order to add products to the original approved list, a vendor must submit proposed additions to PFM in writing and add the products to their application. Requested product additions must be submitted a minimum of two weeks before the vendor wishes to sell the product(s) at market.
  - Without exception, processed items require a submitted sample for jurying before items are sold at market.

3. Documentation and insurance requirements

- All vendors must provide PFM with copies of all relevant licensing and certification documents upon acceptance (i.e. liability insurance, organic certification, ODA licenses, etc.). Documents may be submitted by mail, email, hand-delivery, or uploaded to the vendor record in Farmspread.
- All appropriate documentation must be available in the vendor’s booth at market.
- PFM is not responsible for any loss or damage incurred by vendors.
- Liability insurance naming PFM as an additional insured party is required for all vendors ($1,000,000 minimum).
- Upon notification of acceptance and prior to market attendance, a copy of the certificate of insurance must be provided. Again, documents may be submitted by mail, email, hand-delivery, or uploaded to the vendor record in Farmspread.

4. Farm visits

- All farms are subject to a farm visit by PFM staff or PFM representatives.

5. Orientation meeting

- All new vendors are required to attend a vendor orientation meeting prior to each market season. This meeting is generally in early March.

Vendor and Product Identification
• Each booth space must prominently display a sign clearly identifying the farm or business name and location. Signs must be a minimum of 11” x 17” with lettering at least 3” high. Signs must be posted by the opening bell of the market day and remain posted until the market closes. All descriptions of products must be accurate and truthful.

• The content of any signage in a vendors' booth is limited to information that is relevant to products or the business. Signs that are political in nature, promote other businesses or otherwise are irrelevant to the products or business must be submitted to market management for pre-approval.

• All items for sale must be clearly marked with the retail price. Prices may be posted on the product with an individual sign or posted as a list of prices on a large sign or board.

• PFM does not allow declarations regarding pesticide or chemical use that cannot be certified (e.g. “unsprayed,” “no spray”, “sustainably grown” and “pesticide-free”). This includes written and verbal declarations.

• Vendors are required to produce the written statement about production methods for any consumer who requests it and should have copies of the statement available in their stall.

• All meat and dairy products must be labeled as processed food products in accordance with state and federal requirements.

• All certified organic vendors must:
  o Provide PFM with copies of organic certification prior to the start of their market season.
  o Keep a copy of certifying documentation in vendor stall while at market.
  o Sign a PFM affidavit showing sales of under $5,000 for any vendor seeking exemption and exclusion from organic certification. (See National Organic Standards: Subpart B, applicability subsection 205.101, Exemptions.)

Shopping bag restrictions and sales

The City of Portland does not allow the use of plastic, compostable or “biodegradable” checkout bags with handles as of October 1, 2013. These bags are also known as T-shirt bags. Vendors are allowed to use recycled paper bags or reusable bags as checkout bags for customers. Recycled paper bags must contain at least 40% recycled content and be accepted into the City of Portland curbside recycling program. The policy allows bags without handles used to protect a purchased item from other purchased items, such as produce, bulk food and meat.

More information about the City’s ban on plastic bags can be found at https://www.portlandoregon.gov/bps/56157.

PFM allows vendors to sell reusable bags for $5 or less retail. Shopping bags must be sturdy and a minimal part of a booth display. PFM offers inexpensive reusable tote bags for purchase by vendors to resell to customers. The tote bags are green with a white PFM logo. Bags are available to vendors at the price of $75.00 for 25 bags.

Gross sales reporting

PFM recognizes the sensitivity around gross sales reporting by vendors but firmly believes collecting gross sales data and publicly reporting combined totals help to prove PFM’s impact on the local food economy. Total sales and shopper counts are critical measures of our collective success.

Vendors are requested to submit completed gross sales forms by product category for each market day attended and to represent themselves with honesty and integrity. In order to maintain the highest vendor confidentiality, PFM maintains the following procedures:

• Forms are collected monthly for the previous month to avoid end-of-day sales tallies at the market. Forms may be submitted anonymously.


- Alternatively, vendors are welcome to submit sales through Farmspread or email.
- Only the Market Management is privy to the original forms and they are not permitted to discuss the sales tallies of individual vendors.
- Once individual vendor data is incorporated into a combined spreadsheet by vendor, submitted forms are destroyed.

**Vendor roster publication**

- PFM makes available the participating vendor roster on the PFM website. Information about individual businesses, including websites and phone numbers, is available to the public. This information is sourced directly from vendor applications in Farmspread.
- The vendor roster will not be shared or sold by PFM to prospective markets or competitors for the purpose of soliciting vendors.

**Employment practices**

Suitable on-site sales personnel include family members or verifiable employees paid hourly, on commission or by salary. PFM may request proof of employment. Vendors are responsible for making sure that all persons working at their booths are familiar with and adhere to all market rules, regulations and guidelines. On-site sales personnel do not set the price, nor retain ownership of the product, however they are expected to represent the business, products and market professionally and accurately.

**Limits on market participation**

**Multiple businesses** - A vendor who may be involved in more than one business entity is limited to selling at the market as only one of those business entities. Exceptions may be made on a case-by-case basis, or when the product of one of the business entities is a hot food vendor.

**Approval of selling privileges** - PFM’s approval of selling privileges regarding specific products is always for a specified period and never exceeds one market season.

**Category overlap** - Vendors whose products or practices place them in more than one category are subject to all requirements for both product categories.

**Exclusivity with products** - PFM does not extend exclusive rights to any one vendor to sell any one product. However, if PFM believes the number of vendors offering similar products is excessive, duplicate products may be denied entry. Exceptions to product approval are made on a case by case basis and are time sensitive.

**Reselling** - Buying products from another farmer, wholesaler, store or other food operation and then selling those products is prohibited at PFM markets, except as outlined under the product representative guidelines.

**Selling of business or Transfer of booth space** - Vendors may not sublet or loan stall space to others. If a vendor sells his or her business, stall space does not transfer to the new business owner. The new owner must submit an application for review and meet all other criteria for acceptance. PFM does not guarantee acceptance.

**GMO products** - Vendors may not knowingly sell products grown with genetically modified seeds or containing genetically modified ingredients.

**Vendor merchandise and swag** – Vendors may not sell merchandise at their booth such as t-shirts, hats, stickers etc. Vendors may sell a branded reusable tote back for $5 or less.
Compliance with the Americans with Disabilities Act (ADA)

- ADA regulations require customer service counters to be a maximum of 36” high from the ground, a minimum of 27” clear underneath, and a minimum of 36” long. Food and beverage service counters must be a maximum of 34” high from the ground.
- In addition, vendors should offer assistance in their booths to disabled customers whenever needed.

Attendance, cancellations & stall assignments

Once approved, vendors are obligated to attend and pay for all scheduled market days. Exceptions may be made on a case by case basis for seasonal delays for farmers.

- Attendance tracking begins with the first scheduled market day.
- Vendors who must cancel a market date are asked to notify PFM at least 72 hours in advance. Notice must be given by calling the PFM office or directly contacting the appropriate Market Manager via phone or email.
- Vendors are allowed two excused absences per market without penalty, after which they are required to pay for all absences (PSU excused absence tracking goes from April->December)
- Excused absences only apply to verified dates for market attendance. Seasonal market attendance based on crop availability will be excused at PFM’s discretion.
- More than four cancellations may result in a change of status as a “vendor in good standing”.
- Vendor cancellations of market dates due to health, business failure, or other extraordinary circumstances will be taken into consideration regarding any fees due.

*PFM reserves the right to change the cancellation policy.*

Stall assignments

- Change in space assignment for vendors with guaranteed stall reservations may occur at PFM’s discretion.

Additions to a vendor’s market season

- As space allows, additional market dates may be granted if a vendor is in good standing. Requests should be submitted in writing to PFM for consideration.

Harassment and Workplace Violence Prohibited

Vendors are expected to treat others in the Market in a civil and respectful manner and may not treat any person in a manner that is demeaning, rough, menacing, vulgar, profane or abusive, or in a manner that involves discrimination or harassment based on race, ethnicity, gender, sexual orientation, age, disability or national origin.

The safety and well-being of PFM employees, customers, volunteers, vendors and visitors is of utmost importance. Harassment, threatening behavior, acts of violence, hate speech and discriminatory actions at PFM’s markets, office or by electronic means will not be tolerated.

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Vendor communication

PFM circulates semi-regular vendor updates by email to communicate market news, policy changes, sponsor news and other information relevant to our market community. Vendors are expected to read these communications thoroughly and share information with at market staff, as they contain important and time-sensitive information. A paper copy is available upon request.
Sexual harassment is a form of harassment that PFM does not tolerate. We choose to follow this definition according to the US Equal Employment Opportunity Commission:

It is unlawful to harass a person (an applicant or employee) because of that person’s sex. Harassment can include “sexual harassment” or unwelcome sexual advances, requests for sexual favors, and other verbal or physical harassment of a sexual nature.

Harassment does not have to be of a sexual nature, however, and can include offensive remarks about a person’s sex. For example, it is illegal to harass a woman by making offensive comments about women in general.

Both victim and the harasser can be either a woman or a man, and the victim and harasser can be the same sex.

Although the law doesn’t prohibit simple teasing, offhand comments, or isolated incidents that are not very serious, harassment is illegal when it is so frequent or severe that it creates a hostile or offensive work environment or when it results in an adverse employment decision (such as the victim being fired or demoted).

The harasser can be the victim’s supervisor, a supervisor in another area, a co-worker, or someone who is not an employee of the employer, such as a client or customer.

Any person who engages in this behavior shall be removed from the premises as quickly as safety permits and banned from PFM premises pending the outcome of an investigation.

Subsequent to the investigation, PFM will respond appropriately. This response may include, but is not limited to, suspension and/or termination of any business relationship, permanent eviction of any person or persons and/or the pursuit of criminal prosecution of the person or persons involved.

**If you experience harassment or workplace violence at the market or other PFM designated location, please communicate with the market management as quickly as possible so the matter can be addressed. Management will use discretion and protect the victim’s identity to the best of our ability.**

**Ethical Business Conduct**

Businesses that participate at PFM markets are expected to conduct themselves, both at and away from markets, in a manner that contributes to the success and integrity of the markets. We reserve the right to terminate our agreement with any business that conducts themselves in a way that undermines the reputation of our markets. This conduct includes but is not limited to egregious, dishonest or illegal activity particularly with regard to environmental and employment practices.
Vendor and Product Categories

Vendor Categories

A **vendor** is an owner/operator of a business entity approved to sell at the market by Market Management. A vendor may not operate under a franchise agreement. A vendor may not share stall spaces with other entities.

Different categories of vendors at the market fall under **farmer** and **non-farmer**:

**Farmer** – Those actively involved and invested in the planting, growing and harvesting of agricultural product on owned, rented, leased, foraged or share-cropped land. This includes growers, ranchers, dairypersons, fishers, foragers, etc. If a farmer farms leased land, they must provide PFM with a copy of the signed lease agreement(s) upon request. Farmer category also includes vendors who sell value-added products made from a majority (51%) of their own farms’ products.

**Non-Farmer** – Those who are actively involved and invested in the processing of product sold at the market. Non-farmer vendors may sell processed foods, value-added foods, baked goods, hot foods, etc. Non-farmer vendors must provide PFM with all applicable copies of licenses as appropriate to their product. Vendors are responsible for knowing and acquiring all necessary licenses. See appendix for resources. Non-farmer vendor categories are outlined below:

- **Food artisan**: Those who sell processed or value-added foods such as pickles, condiments, jams and charcuterie. These vendors do not grow/raise/catch/gather the ingredients in their products.
  - This category may also be appropriate for farmers who sell value-added foods that are not made from a majority of ingredients that they grow/raise/catch/gather.

- **Bakery/Confectionary**: Those who bake breads, pastries and desserts and do not grow/raise/catch gather the ingredients in their product(s).
  - This category may also be appropriate for farmers who sell value-added foods that are not made from a majority of ingredients that they grow/raise/catch/gather.

- **Hot Food Vendor**: Those who sell food that is freshly made and available for immediate consumption on-site. Hot food vendors must have a [Multnomah County Temporary Restaurant Permit](#).

**Legacy Vendor** - A Legacy Vendor has previously participated with Portland Farmers Market as a food artisan, farmer or hot food vendor. Legacy Vendors have deep roots in Portland and our farmers markets but no longer adhere to one or more of PFM’s policies. The owners continue to be involved in the operation of the business and are accessible to PFM.

These businesses are important to Portland Farmers Market as evidence of PFM’s contribution to small business success, involvement in local community and they attract shoppers to our markets. Legacy Vendors pay a stall fee calculated differently than other vendors at our markets.

**Product Representative** – Those who do not meet the above categories. Product representative is defined as either:

- An individual who does not grow, raise, process, or gather the product they sell.
- An individual who produces and sells items featuring non-local ingredients such as chocolate.

This type of vendor sells particular types of products not otherwise available at the market and is only admitted to sell on occasion. These vendors are subject to strict guidelines and selling dates. Product representatives’ booths may be separate from the general traffic flow and limited to one area of the market. Items that directly compete with regular market vendors’ products are not allowed. Product representatives’ products must meet strict criteria and align with the mission of PFM. All products are strictly at PFM’s discretion.
Product Categories

**Farm products** are grown or raised by the farmer upon land that they control through ownership, lease, rental or other legal agreement. These products are fresh fruits and vegetables, nuts, honey, eggs, herbs, meat and dairy products.

**Value-added farm products** are farm products made from raw ingredients, all of which are grown and produced by the farmer. These products include all farm products that must in some way be processed including cheeses, dairy, meats, viticulture, dried fruits and vegetables, juices, jam or other processed agricultural and livestock food products.

Some processed farm products are not processed by the farmer but are processed products which the vendor made from raw ingredients purchased from a local farmer which have been cooked, canned, dried, baked, preserved or otherwise significantly treated. PFM recognizes the distinction between processed farm products grown and prepared by the farmer and those that have purchased raw ingredients and then processed.

**Value-added foods** are processed products that the vendor made from raw ingredients which have been cooked, canned, dried, baked or preserved, including artisan baked goods, spreads, pickles and condiments.

**Hot food** is freshly made food available for sale and immediate consumption on-site. Food is prepared by the vendor. This includes roasting of coffee beans.

**Fish, seafood and salmon** products are sea foods raised or caught by the producer in Oregon or Washington waters. Salmon and value-added salmon products made from farmed salmon are prohibited at the market.

**Nursery products** are plants grown or raised by the farmer upon land that they control through ownership, lease, rental or other legal agreement. Nursery products are fresh cut or potted flowers, bedding plants, seeds, perennials, annuals, trees, shrubs that are propagated from seed, cuttings, bulbs, plugs or plant divisions. Nursery product vendors may require a nursery license from ODA. Dried flowers and wreaths may be sold during the “shoulder and winter seasons” in October-April and must be made by materials grown or gathered by the vendor.

**Wild-crafted or foraged** products such as mushrooms and wild berries which are gathered from public or private land by the vendor. Vendors wishing to sell wild mushrooms must:

- List each type of mushroom by common and scientific name on their application.
- List training and experience in mushroom collection.
- Provide copies of the public lands collection permits or private approval.
- Applicants may be required to pass an interview with a mycology expert or take a test to establish that they can identify species reliably, can collect responsibly from the resource, have the appropriate permits and will bring quality product to market that they themselves are collecting (not buying and reselling).
- Signage at market must accurately identify all mushrooms and whether the product is wild-crafted or cultivated.
- Prominently display mushroom safety information.

**Processed non-food agricultural products** are agricultural by-products of products that the vendor has grown/produced that are not edible, have been altered from their raw state, and are handcrafted or processed at the farm by the vendor. These agricultural by-products may be allowed when the vendor also sells the associated agricultural food product from which these by-products are derived (e.g., a honey vendor may sell a beeswax candle; a milk vendor may sell a milk-soap).
Fees and Payment Procedures

The following section addresses the fee structure for different sizes of booths by market and by vendor type. Payment options, methods and policies addressing cancellations are also covered here.

Definitions

- **Vendor stall**: Selling space rented and assigned to vendors in increments of 10’ x 10’, unless otherwise noted.
- **Multiple stalls**: Two or more contiguous 10’x10’ vendor stalls. A limited number of multiple stalls are available. Fees for multiple stalls are calculated in multiples of the base fee for a 10’x10’ for that market.
- **Corner stall**: Vendor stall located on a corner where vendor has two selling sides.
- **Deep stall**: Vendor stall that extends deeper than 10 feet.
- **Corner Deep**: Corner stall that extends deeper than 10 feet.
- **Umbrella stall**: Vendor stall not large enough for a 10’ x 10’ canopy, but suitable for a market umbrella and/or card table. Umbrella stalls are not guaranteed to be larger than 5’ in frontage.

Stall Fee Chart on next page >>
### Stall Fee Chart

* Vendor pays the appropriate percentage fee or the Food Artisan rate per stall, whichever is greater.

#### Portland State University

<table>
<thead>
<tr>
<th>Vendor Type</th>
<th>10 x 10</th>
<th>Corner</th>
<th>Deep</th>
<th>Deep Corner</th>
<th>Umbrella</th>
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<tr>
<td>Farmer (Oct – April)</td>
<td>$49</td>
<td>$60</td>
<td>$65</td>
<td>$76</td>
<td>$37</td>
</tr>
<tr>
<td>Farmer Peak (May – Sept)</td>
<td>$54</td>
<td>$65</td>
<td>$70</td>
<td>$81</td>
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<tr>
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<td>Food Artisan Peak (May – Sept)</td>
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</tr>
<tr>
<td>Bakery &amp; Confectionary</td>
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<tr>
<td>Hot Food, Product Rep &amp; Legacy</td>
<td>11% of gross sales*</td>
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#### Shemanski Park

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<tr>
<th>Vendor Type</th>
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<tr>
<td>Farmer</td>
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<td>$61</td>
<td>$70</td>
<td>$34</td>
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<tr>
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<td>$50</td>
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<td>$38</td>
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<tr>
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<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
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<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
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#### King

<table>
<thead>
<tr>
<th>Vendor Type</th>
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<th>Umbrella</th>
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<tr>
<td>Bakery &amp; Confectionary</td>
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<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>Hot Food, Product Rep &amp; Legacy</td>
<td>10% of gross sales*</td>
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#### Kenton

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<tr>
<th>Vendor Type</th>
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<tr>
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<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>Hot Food, Product Rep &amp; Legacy</td>
<td>10% of gross sales*</td>
<td>n/a</td>
<td>n/a</td>
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#### Lents International

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<tr>
<th>Vendor Type</th>
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<th>Umbrella</th>
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</thead>
<tbody>
<tr>
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<td>$33</td>
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<td>$40</td>
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<td>$26</td>
</tr>
<tr>
<td>Food Artisan</td>
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<td>n/a</td>
<td>n/a</td>
<td>$31</td>
</tr>
<tr>
<td>Bakery &amp; Confectionary</td>
<td>8% of gross sales*</td>
<td>n/a</td>
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<td>n/a</td>
</tr>
<tr>
<td>Hot Food, Product Rep &amp; Legacy</td>
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<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
</tr>
</tbody>
</table>
Other Fees

Application Fee

Due to the level of attention required to process and verify information presented in vendor applications, a non-refundable $45 fee must accompany all applications for all vendors. PFM must receive this fee prior to acceptance at PFM markets.

Late Payment Fees

- A late payment fee of $25 will be charged 31 days after the date an invoice is issued and every 30 days until full payment is received.
- Vendors with invoices over 60 days are subject to suspension from markets until the invoice(s) are paid in full.
- Vendors with unpaid fees due at the end of the season will not be allowed to return the following year.

Returned Check Policy

Checks or ACH transactions returned for insufficient funds will be charged a $25 fee. Vendor will not be able to attend the market until the matter is resolved.

Payment procedures and options for farmers and food artisans

1. **Automatic Electronic Debits (ACH Withdrawal) Preferred**
   - Monthly invoices are debited from a vendor’s bank account on the 20th of the following month (or next business day).
   - Vendors will be sent the invoice at least 10 calendar days prior to the debit. **Invoices will be sent to vendors via email, or mailed via US Postal Service upon request.**
   - Vendor must sign the ACH agreement and provide a voided check.

2. **Monthly Invoice (Due Upon Receipt) Upon Approval**
   - Monthly invoices are mailed the first week of the month following the month being billed and are due upon receipt. **All fees are due upon receipt.**
   - Payments may be made by cash, check or credit/debit card (no additional charge for credit/debit card payments accepted at the market with card present a, card payments processed over the phone will be charged a 3% fee). Upon approval payments via PayPal are accepted upon arrangement with the accounting department and will include a 3% fee. Please contact the Accounting Manager to make arrangements.
   - Monthly invoicing is available only to vendors who are able to pay according to our terms (**payment is due upon receipt and must be received within 30 days of date of invoice**) and do not show a pattern of late payments. Any vendor that has more than three late payments during the season will lose the option for monthly invoicing and will be required to either pay daily prepay for each market they participate in or sign up for monthly ACH payment withdrawal.
Payment procedures and options for hot food vendors and bakeries/confectionaries

Vendors selling prepared food for immediate consumption or baked goods and/or confections pay a percentage of the vendor’s gross revenue or the minimum fee (equivalent to the food artisan rate), whichever is greater. See Fee Structure Chart for percentage rate.

Fees for weekly vendors who pay a percentage of gross sales are collected at market.

For vendors attending market on a weekly basis, payment is due by the following market day for the week immediately past. (Example: fees will be collected on 4/9 for the 4/2 market).

- Vendor is responsible for bringing payment to the Market Managers booth. Payment should be made by check, cash, or credit/debit card.
- Upon approval payments via PayPal are accepted upon arrangement with the accounting department and will include a 3% fee. Please contact the Accounting Manager to make arrangements.

Upon prior approval with the PFM accounting office, percentage vendors may be invoiced based on sales reported weekly via the FarmSpread system. Contact PFM Accounting Manager for this option.

- Late fees: Percentage vendors that do not comply with the above weekly payment requirements and show a pattern of late payments and/or late gross sales reporting will be subject to a $25 late fee each week payment or sales data is late and suspension from the market subject to PFM’s discretion.

Payment procedures and options for product representatives & legacy vendors

- Fee is 10% of the vendor’s gross sales (11% at PSU), or the minimum fee (equivalent to the food artisan rate), whichever is greater. Attendance at market may be limited to once per month. Product representatives’ booths may be separate from the general traffic flow, limited to one area of the market and no more than one 10’ x 10’ stall.
- For vendors that do not attend markets weekly, gross sales reporting is due via the FarmSpread application or to PFM Accounting Manager via email within one week of the date attended.
- An invoice will be generated at the conclusion of the month and payment is due upon receipt, or can be made by signing up for ACH withdrawal. Upon approval, payments via PayPal are accepted upon arrangement with the accounting department and will include a 3% fee. Please contact the Accounting Manager to make arrangements.
- Late fees: Product Rep and Legacy vendors that do not comply with required gross sales reporting and/or show a pattern of late payments will be subject to a $25 late fee each week payment is late and suspension from the market subject to PFM’s discretion.

Note: Market tokens may not be used to pay stall fees.
Market Logistics

Electricity

- Any electrical equipment must be pre-approved by PFM. Access to electricity is not guaranteed and is provided at PFM’s discretion. Vendors approved to use electrical power are responsible for providing their own outdoor extension cords and mats to cover all portions of the cord.
- Use of generators is not permitted during market hours.

Trash disposal

- All trash generated by vendors must be removed at the end of the day for off-site disposal.
- On-site trash receptacles are for customer use only.
- Before leaving the market, all vendors must sweep their stall spaces and ensure that all litter, toothpicks, produce, and other product debris is removed.

Pets in the market

Pets are not allowed within vendor booths at any PFM location.

Service animals are welcome at all PFM markets. Additional information about requirements for service animals available at http://www.ada.gov/service_animals_2010.htm

Pets are not allowed at the PSU or Shemanski Park markets and we encourage vendors to remind customers. All other PFM locations are open to pets, provided the following:

- Dogs are to be kept on a short leash.
- Dogs are kept under control and by the owner’s side at all times.
- Dogs are to be friendly with other dogs and people.
- Owners are considerate of those who do not wish to be in contact with dogs or other animals.
- Owners must clean up after pets.

PFM reserves the right to request that owners remove pets from the market at any time.

Buskers/Street Musicians

Where applicable, PFM adheres to Portland Parks and Recreation and/or City of Portland rules and regulations as the markets we organize are permitted events.

- Music buskers are permitted at select PFM locations as space allows. They are asked to check in at the PFM information booth and not compete with our scheduled musicians. Buskers are asked to move to a new location after one hour and perform for no more than two hours total.
- Playing or singing in a loud, disruptive manner such as to impede communication between vendors and customers is not allowed. Vendors are encouraged to communicate with PFM staff if these guidelines are not being followed by an individual busker.
- Buskers other than musicians are specifically prohibited from PFM markets. This includes and is not limited to balloon artists, jugglers, massage therapists and face painters.
- Buskers must sign the Buskers Partnership Agreement before playing at our PSU and Shemanski markets.
Signature Gatherers/Panhandling

PFM sites that operate as a licensee of the City of Portland recognize the injunction entered by the U.S. District Court for the District of Oregon in the case of Gathright vs. City of Portland that limits PFM authority to control the activities of members of the public attending the market. The text of this decision is available for review at the Market Managers booth.

Signature gathering and panhandling at PFM locations on public property is permitted as long as the individuals are not disrupting the market or vendor sales.
Safety at Market

All vendors and at-market employees are responsible for reading and understanding PFM’s rules regarding safety and licensing requirements. This includes federal, state and local health regulations and licensing requirements governing the production, display, distribution, sampling and sale of products.

Basic booth safety and set up

- Booth canopies and tables
  - Vendors must supply their own booth covering and tables. Booths and tables must not be a hazard to the public or other vendors.
  - Vendors with on premise prepared foods and baked goods are required to have a full canopy covering for the booth. An umbrella is satisfactory if it is sufficiently weighted and covers the entire table area.

- Weights
  - All canopies, umbrellas and other booth coverings are required to have weights (minimum 10 pounds each) securely attached to each leg, no matter the predicted, perceived or actual weather. See picture for example of properly secured weight.

- Trip Hazards
  - Vendors are responsible for ensuring that booth set-up, equipment, back-stock and all products do not pose safety hazards to anyone on premises. This includes the general public, other vendors, market staff, etc.

- Fire Extinguishers
  - Vendors with propane operated equipment in their booths are required to have a suitable fire extinguisher according to the City of Portland Fire & Rescue.

Food safety and sampling

- See Oregon Department of Agriculture’s requirements for Food Safety relevant to your products
- Fresh fruits and vegetables may be displayed in open air, but they must be stored off the ground by using impervious plastic tubs or setting empty containers under those holding the produce. Pumpkins and large squash are the only exceptions to this rule.
- Potentially hazardous perishable foods stored, displayed and offered for sale must be packaged and refrigerated at or below 41 degrees Fahrenheit. Vendors are required to have a calibrated thermometer on-site to gauge and demonstrate temperature.
- Any questions regarding safe food handling should be directed to ODA food safety specialists (contact at bottom of page).
- Vendors providing product samples must comply with ODA rules governing market sanitation and health issues.
- Vendors providing samples must use a hand washing station and comply with all ODA food safety guidelines.
- All sampling must be contained within the vendor booth.
- Vendors who sell or sample a product that produces trash must have a trash receptacle accessible to customers. Vendors must pack their own trash from market.
• PFM encourages sampling practices that minimize and eliminate waste whenever possible. Examples of this include sampling on an edible “vehicle” (using pretzel sticks to sample cheese); using durable service ware for samples (reusable glasses for beverages); and using environmentally low-impact disposables (wooden popsicle sticks for jam samples).

Crisis Management and Emergencies at Market

Portland Farmers Market has a crisis management plan for each of our markets. This plan is continually updated and is available to vendors and staff. Additionally, members of the market management team are trained in first aid and CPR. Please report all potential emergencies or safety threats to on-site market staff immediately.

Weather-related market cancellations

PFM’s markets are open-air events and our policy is not to close markets due to weather unless we determine that it will be unsafe for attendees.

• We rely on the NOAA (National Oceanic and Atmospheric Administration) as well as other weather predictors to make the best decision for the safety of vendors and shoppers.
• Because weather forecasts change regularly, PFM is unlikely to close a market in advance. If extreme weather is predicted and a vendor chooses to cancel their market with less than 72 hours notice, PFM will determine on a case-by-case basis whether to require payment for that market or not.
• Market management will communicate any market closures to all affected vendors with the most notice possible.
• If PFM decides to cancel a market, vendors will not be charged a stall fee for the day.
Theft at market

Farmers markets are bustling public places that create a prime environment for theft of goods or money. While it may be impossible to prevent losses entirely, there are some basic precautions to minimize loss. Firstly, if you see any suspicious behavior, please contact the market management immediately. If you are alone at your booth and do not feel comfortable stepping away, please ask a market neighbor to assist you in alerting management or reach out by phone (emergency contact cards are distributed at market).

Secure booth set up

- In setting up your booth, be mindful of any blind spots that are created with your layout and rearrange so that you can easily see all merchandise.
- If you use a cash box or have a tip jar, it is important that you secure them to your booth with a reinforced metal tether so they are not easily lifted from your booth.
- Additionally, having a system for keeping all larger bills on your person, rather than in your cash box, will reduce the likelihood of theft because there will be a smaller reward for taking smaller bills. This can include regularly emptying your cash box of large bills and placing them into your wallet, money belt, or fanny pack, and reducing the number of tips in your tip jar and holding them on your person.

Minimize opportunity

- If you need to leave your booth for any reason:
  - Ask a neighboring vendor or a market representative to watch your booth.
  - If you are required to leave your booth unattended, be sure to take all of your cash, electronics, and valuables with you.
- Do not leave any valuables in your vehicle while you are in market because your vehicle will be unattended for many hours while you are working and will therefore be vulnerable to theft.

Do not pursue a thief

We understand how damaging and hurtful theft of money or product can be to a vendor. But we also believe that keeping ourselves and our vendors personally safe is paramount to all other losses. Under no circumstance, do we encourage chasing a thief. It is impossible to determine what will happen if a thief is apprehended and we do not believe that the risks associated with confronting a thief are worth any amount of money. Please alert management immediately if there has been a theft in market so we can address the issue and reduce future loss.
Vendor Conduct & Compliance

This section highlights PFM market policies that have been implemented to create a safe environment for vendors and the public. It is not intended to be an exhaustive list but highlights the policies most relevant to the vendors and to on-site issues.

Fair and honorable marketing practices

- Vendors are discouraged from giving produce or other items away for free or at below-cost pricing, thus undercutting potential sales for other vendors. This does not include sampling.
- All items for sale must be clearly marked with the retail price. Prices may be posted on the product with an individual sign or posted as a list of prices on a large sign or board.
- Vendors are not permitted to use the following techniques while at the market: hawking, calling attention to products in a loud, repetitive public manner or selling products in an aggressive way.
- All sampling must be contained with the vendor booth space.
- Vendors must accept U.S. currency and other applicable market currencies.
- Vendors are not allowed to sell products before the opening bell without pre-approval from PFM.

Unloading and loading etiquette; parking and on-site driving

- Vendors are expected to unload all of supplies and products in their designated space, park vehicles, and then return to unpack products and set up the booth space. The reverse should be true for load-out. Unloading and booth set-up is not permitted until time specified for each market.
- Vendors who do not have a confirmed stall assignment should speak with market staff before entering the market.
- For the safety of customers and vendors, vendor vehicles must be removed from the market 15 minutes prior to opening and are not allowed in the markets for take-down before specified times.
- Late arrivals must load-in from the perimeter of the market.
- Vendors are encouraged to park at least three blocks away from the market site to allow for customer parking. Some market locations have designated vendor parking sites.
- Prohibited driving behaviors include driving on the grass, driving into the market before the specified load-in time, reckless driving and blocking traffic while waiting to drive into the market for loading or unloading.
- Maximum speed within the market is 5 miles per hour.

Stall assignment and appearance

- Stall spaces are assigned to vendors by PFM staff. Vendors with their stall assignments may occupy their spaces upon arrival. Reserved spaces not occupied 30 minutes prior to opening may be reassigned to another vendor.
- Booth disassembly is not permitted until the market closes, without exception.
- Vendors are responsible for keeping their space clean and attractive during market hours.
- Vendors must clean up their stall space after the market closes, including sweeping up any debris and removing all trash.
- Ground tarps are required for vendors selling berries, stone fruit, or other products that could stain the pavement at PSU and Shemanski (street closure excluded). This includes all hot food vendors.
• Vendors with spaces on grassy areas, or who use grassy areas for storage, are required to set up on a tarp to prevent damage to the grass. Plywood is recommended for high-traffic areas.
• No part of a booth set up may extend into the common customer traffic areas.
• Signage including product prices, vendor identification and organic certification must be clear and visible.

**Courtesy and customer service**

• While at the market, vendors are expected to conduct themselves professionally at all times, behaving courteously toward market staff, customers, other vendors and volunteers.
• Vendors are not permitted to play radios or use other sound-generating electronics during market hours.
• Vendors may not disparage other vendors, products or markets.
• Customer questions regarding farming practices should be answered factually and knowledgeably.

**No Smoking/Vaping/Tobacco**

• Vendors are not allowed to smoke, vape or use tobacco products within the market footprint at any time.
At-Market Currency

This section outlines the currencies available at the markets, currency restrictions and the vendor reimbursement process.

Vendor business owners and on-site staff are required to honor all forms of PFM currency and understand the rules of acceptance for each form of currency. These programs are essential to create greater access to the market and to increase sales for market vendors.

Token Program

To receive market tokens, shoppers use their debit/credit cards, checks, or SNAP/EBT card at a PFM Information booth. The tokens come in two denominations: $1 and $5.

- Be aware: Other farmers markets use tokens for currency. Only accept “Portland Farmers Market” branded tokens. We are unable to reimburse other markets’ tokens, and will return them to you.
- A note about tokens: although the token program is successful and necessary, it is time consuming and costly for PFM to administer. Therefore, we encourage vendors to gain independence with their sales and consider new technology that connects cell phones to a merchant account, allowing individual vendors to accept debit/credit cards directly at the booth.

$5 GREEN Tokens

- Customers purchase $5 tokens with credit/debit cards or checks.
- These tokens are eligible to purchase all market items and should be treated exactly like a $5 bill. Cash change is given for $5 tokens.
- Tokens are non-refundable once purchased.
- A purchase minimum and convenience fee is assessed for debit and credit card transactions.

$1 RED Tokens

- Customers purchase $1 tokens with EBT/SNAP cards from all 50 states. In Oregon, SNAP benefits are on an Oregon Trail Card, which looks similar to a credit/debit card.
- There is no purchase minimum or fee to obtain SNAP tokens.
- Unused $1 tokens may be refunded to a customer’s SNAP account at the PFM information booth.
- Eligible items: most foods, including fruits, vegetables, animal protein, dairy products, edible seeds, baked goods to be taken home and plants intended for growing food.
- Prohibited items: non-food items (such as, candles, non-edible tinctures) ready-to-eat foods, hot foods, alcoholic beverages and flowers). It is illegal to exchange SNAP benefits for these products.
- $1 tokens may never be given as change for any market purchases for any reason. Any misuse of the $1 tokens compromises PFM’s eligibility to accept SNAP benefits at the market. It is a privilege to offer this service to our customers and we have been through a rigorous application process to be granted authorization. Help us maintain our eligibility by following the rules.
- Please work with SNAP customers to modify purchases to reach a whole dollar value.
  - Should a whole dollar not be reached, provide the customer with a receipt displaying the vendor name and amount due to the customer. The customer can bring this receipt back to one of the PFM Info booths for refund to the customer’s SNAP account.
SNAP Matching Programs

Despite the support of government programs like SNAP (formerly Food Stamps), many families struggle to put food on the table. To help fill the gap and get more farm-direct produce into the hands of our low-income community members, PFM has a matching program for customers using SNAP called Double Up Food Bucks. PFM and our partner organization, Farmers Market Fund, work to secure on-going funding for this match program. DUFB expire at the end of each year – Do Not accept a prior year’s currency. Details of the new currency will be communicated with vendors as at the beginning of each season.

Token reimbursement process

- Vendors are asked to bring their market currency to the Market Info booth for redemption. $1 and $5 tokens must be separated and pre-counted.
- Token redemption is available to vendors until 30 minutes after the market closes.
- The staff member at the booth will provide a receipt for the tokens.
- Reimbursement checks will be mailed to vendors twice per month or directly deposited if you have signed up for ACH.
- Any $1 tokens used to purchase ineligible items will be retained by PFM without reimbursement. Sale of ineligible items with SNAP benefits is illegal and risks our ability to accept SNAP.
- Questions about token reimbursement should be directed to the PFM office.
- Market tokens may not be used to pay stall fees.

Farm Direct Nutrition Program and WIC Fruit & Veggie Vouchers

All PFM vendors selling eligible products are required to participate in FDNP and the WIC FVV program. For a FDNP/WIC FVV farmer application packet, please contact the ODA at (503) 872-6600 or find information on the ODA website.

The Oregon Farm Direct Nutrition Program (FDNP) is a state-administered federal nutrition program. FDNP funds go to low-income, nutritionally at-risk pregnant women and young children enrolled in the Women Infants & Children (WIC) program and to eligible low-income seniors. These federal funds will be distributed as checks specifically to purchase locally produced fresh fruit and vegetables directly from authorized farmers at farm stands and farmers markets. Approximately $1 million dollars in vouchers is distributed annually.

To become an FDNP authorized farmer, you must own, lease, rent or sharecrop land to grow, cultivate or harvest crops on that land AND grow fresh fruit, vegetables or cut herbs in Oregon or a bordering county to sell at your farm stand or at a farmers market. All farmers must fill out an application and sign an agreement with the Oregon Department of Agriculture (ODA) and the Department of Human Services. ODA will mail application packets to farmers who participated in the previous year in late February or early March.

OHSU Food Rx Program

The OHSU Food Pharmacy (Food Rx) Program identifies OHSU patients who would benefit from increasing their intake of fruits and vegetables and provides them with the means to do so. These patients will receive vouchers to be redeemed for eligible products at participating markets.
Vendors must honor all above forms of market currency

If you are not going to be at the market yourself, inform your employees about these programs and request that they graciously accept the coupons, tokens and vouchers.

- Products eligible for redemption are the same as DUFB: fresh, dried, or frozen whole or cut fruits and vegetables without added sugars, fats, oils, or salt. This includes mushrooms, fresh herbs, dried beans, nuts and SNAP eligible seeds and plants intended for cultivation and consumption (e.g., tomato seeds or tomato plants).

- All PFM vendors selling eligible products are required to participate in the Food Rx program.

- Each voucher is valued at $3 and no change may be given.

- All PFM markets are participating in this program.

- The Food Rx voucher redemption process is the same as token and DUFB redemption.

- The vouchers originally expired on December 31st, 2016, but the program has been extended through 2020. All vouchers, regardless of the printed expiration date, must be accepted through 2020.

### Market Purchase Vouchers

Paper “IOU” receipts issued by PFM staff and volunteers to purchase vendor products.

- The Market sponsors programs such as food demos, Kids Cook in the Market, Chef in the Market, and occasional special events such as The Great Pumpkin to educate our customers, generate media coverage and help vendors increase sales.

- Representatives from the market may ask vendors for products to be used for these activities and will pay for the items with a market purchase voucher. Market purchase vouchers will be reimbursed with the next token reimbursement, they do not need to be turned in with tokens.
Programs, Services and Special Events to Support Vibrant Markets

Market programs and special events are the vehicles for enacting PFM’s educational goals. PFM believes if the markets are to continue to grow and flourish it is critical to educate consumers on the value of supporting regional agriculture and small businesses. Programs are reviewed annually in terms of costs and benefits, deleting and adding programs as appropriate. Funding for these activities is raised through sponsors and in-kind donations. In addition, volunteers give countless hours of their time to ensure the success of these events.

Food education & celebration events

PFM celebrates the value of farmers markets and seasonal foods with tastings, children’s activities, preservation lessons, recipes and other educational activities at the market. They serve as both promotional and educational opportunities, drawing people to the market to learn firsthand the benefits of supporting regional agriculture and eating local.

*Chef in the Market* is a series of open-air hosted cooking demonstrations at the PSU Market. Market-goers watch chefs, market vendors and other cooking pros turn the market’s seasonal bounty into simple, delectable dishes. Chef demonstrations take place every Saturday at 10 a.m., June through September.

*The Great Pumpkin Event* is an annual Halloween harvest celebration including pumpkin carving and children’s costume parades. This event takes place at the Saturday PSU Market and at the Sunday King Market.

*Recipe Demo/Sampling* is a regular educational series held at PFM neighborhood markets with the goal of boosting vendor sales by introducing shoppers to under-appreciated produce and new recipe ideas. Periodic tastings educate shoppers about the diversity of local agriculture and seasonal eating through recipe sampling and tips on simple preparations, storage and preservation.

*Kids Cook at the Market* is a summer series of cooking classes taught by local experts for children age 7 to 11 years of age. Classes include a market shopping trip and the opportunity to meet the farmers and artisans of the market. Classes are intended to encourage children to try new vegetables and fruits for the first time and share what they learned with family and friends.

For more information about our programs and schedule, visit [portlandfarmersmarket.org](http://portlandfarmersmarket.org)

Veggie Valet

PFM offers a parcel pick-up service for our shoppers at the information booth. Customers are invited to leave purchases at the booth with staff and volunteers. When they are finished shopping, they can drive up close to the market and load their purchases. Market staff and volunteers can help customers load their purchases as time allows. If you see customers struggling with purchases, be sure to let them know about this great service.

Volunteers

Volunteers are very special folks—we love them and we TRULY couldn’t operate the market without them. You can’t miss them—they will be wearing a red apron and a giant smile!
Volunteers donate their personal time to support our vendors and help the market by staffing the information booth, supervising kid’s activities, organizing market tastings, counting tokens and assisting with other office tasks.

Annually, PFM volunteers contribute about 1,000 hours to PFM.

**Gleaners**

PFM works with local non-profit [Urban Gleaners](https://www.urbangleaners.org) to encourage donations of perishable food at the end of each market day. Urban Gleaners efficiently distributes unsold produce and other products to the local community through emergency food relief agencies and food to schools programs. Donation receipts are available directly from gleaners on request. Gleaners generally arrive at the market during the last hour and check in with vendors to find out if there are any donations for the day.

**Community Booths**

Portland Farmers Market proudly offers booth space at several of our markets for community groups to engage with our shoppers and provide information on the work they are doing to improve our community. We prioritize:

- non-profit or community-serving groups.
- groups who have a major focus in a topic related to local food and/or farms.
- groups who focus on other aspects of our [mission, vision and values](https://www.portlandfarmersmarket.org/about-us/mission-vision).

Tabling and participation is limited to PFM’s discretion. No sales are permitted from community booths. Advance scheduling and pre-approval from PFM staff is required.

**Sponsors and Partnerships**

Vendor fees at PFM cover the basic cost of operating the markets, including site lease, permits, insurance, and some staffing. In order to keep vendor fees low, PFM solicits sponsors to provide additional income for educational outreach, advertising, special events and market programming, such as Chef in the Market series and kids activities. Sponsor companies are evaluated on an individual basis to ensure there is alignment with PFM’s mission and values.

Sponsors might be ongoing or appear on single occasions. PFM allows some sponsors to table and sample their products. As with ongoing market sponsors, these products must meet criteria and align with PFM’s mission. Items that directly compete with market vendor products are limited and those sponsors may sample their product at markets only once per month.

PFM may also hold fundraising events, receive in-kind donations, enlist support from volunteers and cultivate community partners to ensure the organization’s continued success.

**Market Presentations & Tours**

Market presentations are a way for market staff to expand on the importance of farm-direct outlets for local food producers and reinforce the value of supporting regional agriculture. Presentations are offered to students, tourists and civic groups and may include talks with local producers and product tastings. These conversations create the perfect opportunity to learn about how food is produced, why it is important to make good food choices and to meet the farmers and artisan food producers from our market community. Presentations are conducted on a pre-arranged basis and are customizable based on the interest of the visiting group.
Marketing Services (website, blog, newsletter, social media)

PFM has several channels to help promote the markets and our vendors, including a website, blog, newsletter and social media accounts (Facebook, Twitter and Instagram). These powerful marketing tools promote our markets and vendors by alerting customers about market times, new crops, seasonal items and special deals, and showcase the farmers, food producers, ranchers and growers who bring their products to our markets.

PFM’s website garners an average of 22,000 visits per month and showcases market dates and locations, vendor profiles and vendor contact information.

The PFM “Latest News,” “Vendor Spotlight” and “What’s Fresh” blogs are widely read and the posts offer a way to feature products and vendors in greater detail, as well as include photos or videos. The blog is a great place to feature new vendors and is also open to any vendor that wishes to be a guest writer.

PFM’s newsletter is sent out intermittently throughout the season and highlights key stories, links to blogposts and market news and is an avenue for highlighting vendors and products. More than 5,600 people have signed up to receive the PFM newsletter.

PFM’s Facebook, Twitter and Instagram feeds reach a combined audience of more than 92,500 people. If your business is listed on Facebook, Twitter or Instagram, please let us know so we can “Like” and follow you. Please also be sure to include this information in your FarmSpaid profile as this information is shared on the PFM website and is our go-to source to reply to customers with questions about specific vendors.

All of these channels have proven effective in reaching potential customers and can work in concert with your own marketing efforts or provide helpful support while you are building your own web presence. As a PFM vendor, we invite you to take advantage of these tools, though it is up to you to inform us of the news and information you would like us to share with our readers.

PFM’s social media accounts

Facebook: facebook.com/portlandfarmersmarket  
Twitter: @portlandfarmers  
Instagram: @portlandfarmers  
Website: www.portlandfarmersmarket.org

Beyond our platforms and channels, we also have a full-time marketing and communications staff member, Rachael Harms Mahlandt, (contact info below). Rachael can be a resource for questions you may have about marketing, setting up (or maintaining) social media, ideas for highlighting your business on a PFM channel, etc.

For communications requests, please contact:

Rachael Harms Mahlandt, Communications & Marketing Manager  
rachael@portlandfarmersmarket.org  
503.241.0032
Protocols for vendor grievances and product challenges

PFM has created protocols and procedures that allow vendors to lodge complaints against other vendors whom they believe to be out of compliance with market rules and policies. This helps PFM regulate food safety, products sold and operational safety.

To file a vendor concern or product challenge, use the Vendor Concern Form or Product Challenge Form in the Appendices section.

Grievance procedures

- Complaints or problems should be directed to market management in a timely manner that is not disruptive to the market.
- Vendors who have concerns regarding other vendor compliance, market staff, safety, or policies should complete a vendor concern form. Forms will be available at the managers booth. The Executive Director and Operations Director review each concern form and the concerned vendor will receive a specific written response within two weeks.
- A vendor may appeal any decision concerning violation of these rules within 30 days. An appeal must be presented in writing to the Executive Director. A decision by the Executive Director after informing the PFM Board shall be issued within 30 days of receipt and constitute a final and binding decision of any appeal.

Product challenge

- Product challenges may be made for misrepresentation of product by a vendor. Vendors can submit a written product challenge form when they believe another vendor is misrepresenting their product.
- A product challenge must be signed by the person bringing the challenge and preferably be supported by physical evidence of the offense. The product challenge must be made within a week of observing the violation. Challenges alleging wrongdoings on past occasions will not be accepted.
- There is a $50 filing fee, which can be shared by a group of vendors. This fee is returned to the challenger if the claim is verified.
- The vendor receiving the product challenge must respond to the challenge in writing. Failure to admit or deny a challenge may result in a determination that the challenge is valid.
- The Market Managers will conduct a farm site visit in a timely manner to make a determination on the product challenge. If PFM deems it necessary, a third-party farm inspector will be employed.
- Product challenge forms are available at market from the Info or Managers booth. Because of their sensitive nature, they must be returned directly to the Operations Director or Executive Director.
- If the vendor is found in violation, vendor may by fined, placed on probation, suspended, or evicted from the market at the discretion of the Executive Director.
Compliance, Enforcement & Forms

Vendors share responsibility for keeping PFM viable and ensuring public safety. By following the rules described in the previous section, vendors will remain a “vendor in good standing” and help create a safe, fun and profitable market environment. Violation of the rules will put the vendor “out of compliance” and result in a range of consequences.

Notice of non-compliance will include sufficient facts to notify the accused what acts or omissions are not in compliance with this Handbook; however, in the sole discretion of PFM, the identity of certain individuals and others requiring protection may not be disclosed.

This section covers the range of consequences of becoming out of compliance with PFM rules, both on-site during market days (“At-market”) and off-site (“Non-market”).

A few “At-market” examples of non-compliance include:

- Selling before the market officially opens.
- Driving infractions.
- Selling a product that does not meet PFM’s standards for quality.
- Selling a product that is not grown or produced by the vendor.
- Failing to comply with Durable Dining for the entire duration of the market.
- Unsafe product storage and handling.
- Unsatisfactory stall appearance and stall maintenance.
- Multiple customer complaints.

A few “Non-market” examples of non-compliance include:

- Failing to provide PFM with copies of mandatory licenses, permits and insurance policies.
- Failing to pay appropriate stall fees or late payments.
- Failing to pay fines imposed due to non-compliance.
- Failing to respond to a product challenge made by another vendor.

How PFM monitors for compliance

- PFM frequently monitors market activity to ensure that vendors are complying with the rules.
- PFM also keeps records of “non-market” violations (customer complaints, late payment of fees, etc.) that may put a vendor out of compliance.
- PFM utilizes the rules and policies started in this handbook as a tool to regulate at-market compliance.

How PFM enforces the rules

- All rules of the market are enforced by the Operations Director or their designee, who has ultimate on-site authority. Complaints or problems should be directed to the Market Management in a timely manner.
• Market Management or designee will regularly evaluate vendors using the on-site vendor compliance checklist. PFM will take corrective action at the market and/or contact the business owner to address the non-complying behavior and corresponding consequence.

• PFM reserves the right to visit and inspect the farm or business of any vendor with and to request any documents verifying business, gross receipts for percentage fee vendors or employee status.

• Customer complaints will be forwarded to vendors and kept on file. Complaints may result in disciplinary action including removal from the market.

• If a vendor does not abide by any of the rules of PFM, comply with federal, state, and local regulations or engage any activity that could compromise the reputation of the market, the Market Management or designee may take any action deemed appropriate, including assessing fines or barring the vendor from selling at the market for that day and any future market days.

• PFM reserves the right to make exception to these rules and enforcement policies at its discretion.

**Farm product verifications**

When a Product Challenge Form is filed against a vendor, PFM will visit the business to verify the claim. The vendor in question will receive a notice in writing of the mandatory visit within 7 days. If the vendor fails to schedule a time for verification within 7 days, the vendor may be suspended from market pending further investigation.

**Ingredient sourcing verification**

PFM verifies farm-direct sourcing claims made by food artisans, bakeries/confectionaries and hot food vendors by contacting the farm(s) listed on sourcing documents directly. If that is not possible for any reason, the vendor must provide receipts upon request.

**Gross sales verification**

Hot food, bakery/confectioners, product representatives and legacy vendors pay a percentage of their gross sales. PFM reserves the right to audit sales at the vendor’s booth.

**Consequences of failing to remedy non-compliance**

• Disciplinary action may take the form of a verbal warning or a written notice of non-compliance that may include a fine, probation or suspension.

• Multiple fines can lead to probation. Probation puts a vendor on notice that any further violations will lead to suspension.

• Suspension and eviction from the market may be the result of multiple fines and numerous occasions of suspension.

• The application of fines, probation and suspension can occur simultaneously while the vendor works to cure a specific or combination of non-compliance actions.

• The vendor must correct the verbal warning or notice of non-compliance immediately or by the following week, whichever PFM determines to be appropriate. If the situation has not been remedied by the following week, the following disciplinary actions may be taken:
  - Vendor may **lose reserved space** privilege.
  - Vendor may **be suspended** from the market for a week and forfeit their stall fee.
  - Vendor may be **issued a fine**. If a vendor is issued a fine due to non-compliance, the vendor must pay the fine on the day issued or 24 hours before setting up on their next market day.
Five examples of enforcement actions

1. **Non-compliance**: A vendor that includes products in their stall not approved on the original PFM application.
   
   **Consequence**:
   
   1st offense: Noncompliant product pulled plus $50 fine.
   
   2nd offense: 1-week suspension plus stall fees forfeited.
   
   3rd offense: Season suspension plus stall fees forfeited.

2. **Non-compliance**: Three legitimate concerns regarding the vendor are found by or reported to PFM. Concerns may include customer complaints, written vendor concern forms, lack of compliance with any PFM rules, disparaging public comments, any combination of or other concerns brought to PFM’s attention. PFM will investigate to assure legitimacy of complaints.
   
   **Consequence**:
   
   Probation. When probation is necessary, PFM will send a letter to the vendor letting them know of the situation and asking them to sign a letter of acknowledgement.

3. **Non-compliance**: Legitimate complaints greater than three.
   
   **Consequence**:
   
   PFM may suspend the vendor for one or more market dates. Severe infractions may cause PFM to evict the vendor. Eviction may be for the remainder of a market season or permanent. Some eviction notices may allow a vendor to reapply after 12 months from date of eviction notice.

4. **Non-compliance**: Physical violence.
   
   **Consequence**:
   
   Immediate suspension.

5. **Non-compliance**: Combination of at-market and non-market violations.
   
   **Consequence**:
   
   Probation. Additional violations may lead to suspension or eviction from the market.

**NOTE**: The list is intended to provide vendors with representative examples of non-compliance and resulting consequences. PFM management always has discretion in evaluating specific incidences of non-compliance and in applying consequences it deems appropriate.
On-Site Vendor Compliance Checklist

While vendors are responsible at all times to adhere to all PFM’s rules and policies, on-going inspections will occur to ensure that all vendors are conducting business in a manner that creates a safe and fair environment for shoppers, staff and vendors. The following is a helpful checklist PFM may utilize to monitor vendor compliance.

Clean and Safe

✓ A minimum of 10-pound canopy weights securely attached to each leg and not a tripping hazard
✓ Handwashing station present, in active use and with all required components (free flow dispenser, soap and single-use paper towels). A handwash station is required for all vendors sampling and handling bulk-dispensed products other than produce and nuts in the shell.
✓ If using electricity, outdoor extension cords are completely covered and set up with regard for public safety
✓ Booth is set up with regard for public safety and market integrity
✓ All components of the booth are contained within the boundaries of the booth
✓ If your booth is generating waste, a trash receptacle must be available for customers to use.
✓ Vendors take their waste with them (trash, equipment, discarded product etc)
✓ Any vendor with product that may stain or damage the ground must use a ground cover
✓ Food is stored and displayed off the ground (6”) or in impervious plastic tubs
✓ Non-produce products must be wrapped or covered
✓ Practice safe sampling
✓ Vendor vehicles are operated in a safe manner and only present during allowed times (market specific)

Signage

✓ PFM does not allow declarations regarding pesticide or chemical use that cannot be certified (e.g. “unsprayed,” “no spray”, “sustainably grown” and “pesticide-free”)
✓ If a vendor claims products are organic, OG certification is posted
✓ Signage with the name and location of the business is clear and visible
✓ All product prices are posted
✓ Only signage that is relevant to the products or business are allowed to be posted at market
✓ All packaged food is labeled with name of the product, net weight, ingredients in descending order by weight, and name and address of producer (bulk foods must post a sign with this information or a sign indicating that it is available upon request)
### Durables

Vendors serving food or drink intended to be consumed on-site at the PSU, King, Lents International and Kenton market locations are required to use reusable, durable, non-breakable plates, bowls, cold cups and utensils (forks, knives, spoons) for service.

- Dishes and cups must be a unique color, pattern or other identifying criteria and approved by market management
- The vendor is responsible for bringing an adequate supply of service ware to last the duration of the market
  - If a vendor runs out of wares, they must tell a PFM staff so they may borrow our back-up plates or purchase forks. No warning or fee would be issued if unforeseen circumstance
- To-go wares out of sight (including plastic utensils and plastic straws)
- To-go wares only distributed upon request (vendors should not ask if the food is to-go)
- Dirty dish tub present and accessible for staff to place dirty dishes
- Ground cover present (required for hot food vendors and vendors with stainable products)

<table>
<thead>
<tr>
<th>Violation</th>
<th>Consequence</th>
</tr>
</thead>
<tbody>
<tr>
<td>Canopy Weights</td>
<td></td>
</tr>
<tr>
<td>1st offense: $10 fine for each unweighted or underweighted leg; immediate correction &amp; written warning</td>
<td></td>
</tr>
<tr>
<td>2nd offense: $40 fine, immediate correction &amp; 6-month probation</td>
<td></td>
</tr>
<tr>
<td>3rd offense: $40 fine, immediate correction &amp; suspension until meeting with PFM Management</td>
<td></td>
</tr>
<tr>
<td>Handwash Station</td>
<td></td>
</tr>
<tr>
<td>1st offense: $40 fine, immediate correction &amp; written warning</td>
<td></td>
</tr>
<tr>
<td>2nd offense: $40 fine, immediate correction &amp; 6-month probation</td>
<td></td>
</tr>
<tr>
<td>3rd offense: $40 fine, immediate correction &amp; suspension until meeting with PFM Management</td>
<td></td>
</tr>
<tr>
<td>Signage non-compliance and Other Clean &amp; Safe non-compliance</td>
<td></td>
</tr>
<tr>
<td>1st offense: Immediate correction &amp; written warning</td>
<td></td>
</tr>
<tr>
<td>2nd offense: $40 fine, immediate correction &amp; 6-month probation</td>
<td></td>
</tr>
<tr>
<td>3rd offense: $40 fine, immediate correction &amp; suspension until meeting with PFM Management</td>
<td></td>
</tr>
<tr>
<td>Durable Dining</td>
<td></td>
</tr>
<tr>
<td>Monthly, unannounced audit. $50/violation</td>
<td></td>
</tr>
</tbody>
</table>
Durable Dining Audit Form

Vendor Name____________________________________ Date________________________________

☐ Adequate wares for full day of serving (plates/bowls, cups and utensils)
*If a vendor runs out of wares, they must tell a PFM staff so they may borrow our back-up plates or purchase forks. No warning or fee would be issued if unforeseen circumstance*

☐ To-go wares out of sight (including plastic utensils and plastic straws)

☐ To-go wares only distributed upon request (vendors should not ask if the food is to-go)

☐ Dirty dish tub present and accessible for staff to place dirty dishes

☐ Ground cover present (required for hot food vendors and vendors with stainable products)

Three Warnings per year = $50 Fine (issued weekly until compliance is reached)

Notes: ____________________________________________________________________________

*Please pay fine at Information Booth

PFM’s Durable Dining program is inspired by our sustainability value as an organization. At the beginning of the program, PSU Market’s garbage output was reduced by half. We appreciate all of the work vendors put into this program and want to work collaboratively to continuously improve the program. These audits help our staff enforce the rules every vendor agreed to in our vendor handbook. If you are interested in working to streamline Durable Dining, please email Lisa@portlandfarmersmarket.org.
PFM Vendors who have concerns about market operations, vendor policies or other vendors’ compliance with market rules should submit this concern form. Forms are submitted directly to market manager within one week of the market during which the alleged violation occurred.

**PFM will not reveal the inquiring vendor’s name to anyone.**

Date _______________________________________________________

Vendor Business Name __________________________________________

Your Name ____________________________________________________

Contact Information ____________________________________________
(phone number, email or mailing address)

Your Concern. Please use the vendor handbook to reference the policy with which you have a concern. If this is a complaint regarding a vendor, specify vendor’s name.

________________________________________________________________________
________________________________________________________________________

Market date and approximate time at which the violation occurred (if any):
________________________________________________________________________
________________________________________________________________________

Please state the specifics of the violation of the rule. Provide any evidence that supports your concern.
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Signed ___________________________ Date _____________

For Market Use Only:

Notes: ____________________________________________________________
________________________________________________________________________
Product Challenge Form

240 N Broadway, Suite 129
Portland, OR 97227
Tel: 503/241-0032

Vendors can submit this challenge form when they believe another vendor is misrepresenting their product. Forms are submitted directly to market manager within one week of the market during which the alleged violation occurred. There is a $50 filing fee (which can be shared by a group of vendors), refundable if claim is verified.

**PFM will not reveal challenger(s)’ identities to anyone.**

Name of the vendor about whose product you are inquiring:

________________________________________________________________________

Specific product(s) about which you are inquiring:

________________________________________________________________________

Market date and approximate time at which the product is being sold:

________________________________________________________________________

Please state the specifics of the violation. Provide any evidence that supports your challenge.

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Your name, business name, addresses and phone number.

________________________________________________________________________

________________________________________________________________________

Signed _________________________________ Date_____________

For Market Use Only:

Notes:________________________________________________________________________

______________________________________________________________________________
New Product(s) Submission to Jury

PFM is a farmer focused organization that takes pride in the unique and quality food items sold in its markets. Product jury is an important part of our process to determine which products best fit in our market. Please turn this paperwork in with a sample of your product(s).

Vendor Name__________________________________________ Date ________________________________

Vendor Checklist for Jury

☐ Product in final sale packaging (if not finalized, a description of the intended packaging)
☐ Legal requirements labeled such as net weight and ingredients
☐ At least 25% of raw ingredients are purchased directly from local farms
☐ Ingredient sourcing form included

Product(s) Name, Description and Price

1. ____________________________________________________________________________________________
2. ____________________________________________________________________________________________
3. ____________________________________________________________________________________________
4. ____________________________________________________________________________________________
5. ____________________________________________________________________________________________

How/where produced: __________________________________________________________________________

Where your products are sold (states, stores, markets): _____________________________________________

Allergen/Health Claims: _________________________________________________________________________

Add additional information or stories about your product(s)

______________________________________________________________________________________________
______________________________________________________________________________________________
______________________________________________________________________________________________
______________________________________________________________________________________________


## Ingredient Sourcing Form

Vendor Name_________________________________ Date_____________________

<table>
<thead>
<tr>
<th>Menu Item or Product</th>
<th>List all product Ingredients</th>
<th>List all product Ingredients</th>
<th>Farm Source(s) for raw ingredients</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Check box if farm direct</td>
<td>Check box if farm direct</td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Notes:

Instructions:
- List different menu items/products in each numbed box. Include all flavors offered and indicate if seasonal/rotating in numbed box.
- Record all ingredients including separate flavor additions. Check the right hand box if specific ingredient is sourced directly from a farm (not including distributors).
- List all farms you directly purchase from and their contact for sourcing verification.
*If you need help finding farms, reach out to PFM before you turn in your ingredient sourcing form.
Notice of Corrective Action

Vendor Name_____________________________________________

Date ____________________________________________________

Description Violation __________________________________________

_____________________________________________________________________________

_____________________________________________________________________________

Compliance Notes from PFM___________________________________________

_____________________________________________________________________________

_____________________________________________________________________________

Compliance Notes from Vendor _____________________________________________

_____________________________________________________________________________

_____________________________________________________________________________

For Market Use Only:

Notes:__________________________________________________________

_____________________________________________________________________________
Busking Partnership Agreement

Portland Farmers Market (PFM) holds the legal permit from Portland Parks and Recreation for this event. Our mission is to operate world class farmers markets that contribute to the success of local food growers and producers, and create vibrant community gatherings. In order to assure the downtown PFM markets are a positive experience for all, we ask visiting street performers to adhere to the guidelines listed below modeled after Downtown Portland’s Clean & Safe’s Street Musician Agreement. However, all performances are ultimately subject to the discretion of PFM management.

Requirements and Allowed Activity
- All buskers except those specifically prohibited (listed below) are welcome at PFM Markets. Generally, this includes: musicians, mimes, singers, etc.
- Buskers are required to register at a PFM Information booth. Buskers who agree to PFM’s Partnership Agreement will be approved and granted a season-long Buskers Pass to be displayed whenever performing at our markets.
- General requirements: Buskers who wish to retain their pass agree to:
  - Respect the direction of PFM staff
  - Follow rules as noted here and as agreed to with receipt of Busker Pass
  - Keep away from lines of customers in front of any vendors and assure shoppers can easily pass by the crowd.

Location Parameters
- All busker areas in and around the market will be available on a first come, first served basis.
- Buskers must remain at least 20 ft from any vendor, and gathering crowds must give at least a 10 ft clearance around vendors. Buskers are to manage their own crowds.
- PSU Buskers must not be audible at Chef in the Market locations from 10-11am June thru Sept, nor at the stage space while scheduled musicians are performing.

Time Limits
- Buskers must move after 60 minutes to a new location and are on their own to monitor this.
- PFM staff may, at their discretion, ask buskers to move at any time. Staff agrees to be professional and courteous and not interrupt a musician in the middle of a number.
- Buskers are limited to a maximum of two one-hour sessions at any one location per day.

Prohibited Activity
- PFM does not allow any of the following types of activities to be performed by buskers: flying objects (juggling, hula hoops, etc.), sword swallowing, balloon arts, flames/fire, personal services (massage, personal poem writing, etc.), sales of any kind (including asking for donations for products), or any activity deemed potentially unsafe by market staff and anything prohibited by Portland Parks and Recreation. **Tips may be accepted in exchange for a performance.
- PFM does not allow performing in a loud or disruptive manner that would obstruct any market activity such as: shopper movement, vendor/shopper interaction, PFM entertainment or events.
  - By City of Portland ordinance, using a sound producing device, such as: voice, instrument, amplifier, tape player, etc. on public property or on a public right of way must have a sound level adjusted so as to not “be plainly audible 100 feet or more.” **See reverse side for City of Portland regulations regarding permitted events.

PFM invites buskers to apply to become scheduled musical performers. New music applications open in February and can be found on our website. For more information, contact our music coordinator, at pfmmarketmusic@gmail.com.

Thank you for your cooperation, Portland Farmers Market Management

City permit regulations that apply to Portland Farmers Market:

Title 14 Public Order and Police

Portland Farmers Market 2020 Vendor Handbook
**14A.30.010 Unlawful Noise Disturbance.** It is unlawful to make any excessive, unreasonable, or unusually loud sound which disturbs the peace and quiet of any neighborhood or which injures or endangers the comfort, repose, health, peace, or safety of any person.

**Title 18 Noise Control**

**18.12.020B Specific Prohibitions.** Sound producing or reproducing equipment. Operating or permitting the use or operation of any device designed for sound production or reproduction in such a manner as to cause a noise disturbance; or operating or permitting the operating or use of any such device between the hours of 10 p.m. and 7 a.m. so as to be plainly audible within any dwelling unit which is not the source of sound; or operating any such device on public property or on a public right of way so as to be plainly audible 100 feet or more from such device provided that a person operating any such device in a City park pursuant to a permit granted by the Commissioner In Charge of the Park Bureau shall be in violation only if the device is plainly audible at any point along the park boundary.

**Title 20 Parks and Recreation**

**20.08.010 Permits Required for Park Uses.** It is unlawful for any person to conduct or participate in any activity in a Park, for which a permit is required, unless the Parks Reservation Center has issued a permit for the activity. A permit is required for any activity in a Park under any one or more of the following circumstances: The activity includes using the Park or Park area in a manner inconsistent with uses designated by the Director for that Park or Park area, or includes conduct that otherwise is prohibited in a Park, including, but not limited to, conducting business, charging admission or otherwise receiving payment for goods or services related to the activity, or possessing, serving or consuming alcoholic beverages.

**20.08.060 Prohibited Conduct at Permitted Events** In addition to any other applicable provision of law, it is unlawful for any person to engage in any of the following conduct at any event for which a permit has been issued in any Park:

A. Any conduct that substantially prevents any other person from viewing, hearing or meaningfully participating in the event.

B. Any conduct that substantially interferes with the free passage of event participants or attendees by creating an insurmountable obstacle at any entrance, aisle, walkway, stairwell, ramp, esplanade, vendor booth, ride or other area commonly used for public access, egress or ingress.

C. Using any facility, structure, fixture, improvement or other thing within the area covered by the permit in a manner contrary to or inconsistent with its intended, designated or safe use. This Subsection does not apply to any person engaged in any constitutionally protected expression, unless, and then only to the extent that, in connection with the expression, the person engages in conduct that amounts to misuses of things as proscribed by this Subsection.

**20.12.020 Soliciting For or Conducting Business.**

Except as expressly permitted under the terms of a lease, concession or permit, no person shall solicit for or conduct any business in a Park.

For purposes of this Section, “solicit for or conduct any business” means:

1. Sell or offer to sell any article or service

2. Display goods, or descriptions or depictions of goods or services, with the intent to engage any member of the public in a transaction for the sale of any good or service or perform or engage in any act with the intent or expectation of receiving payment therefor from any person.

I agree to follow the rules outlined above while performing at the Portland Farmers Market.

__________________________________________  ____________________________
Busker Printed Name  Busker Signature

__________________________________________  ____________________________
PFM Manager Signature  Date
Portland Farmers Market is pleased to offer Electronic Funds Transfers (called ACH). This is an optional, no charge service that allows you to have your monthly invoices debited from your bank account, and/or your token reimbursements credited to your bank account. This is a great way to pay your bills on time, avoiding costly late fees, and to have your token payments deposited directly.

To sign up for this service, fill out this form and return the original signed form to PFM’s Info/Managers Booth or to the PFM office at the address below along with a VOIDED CHECK from your bank account.

You can have ACH debits from or credits to your bank account, or you can have it both ways.

Please check the boxes here:

☐ Your monthly invoice(s) will be debited from your bank account on the 20th of the following month (or next business day). A copy of your invoice(s) will be sent to you at least 10 calendar days before this debit. (This option is currently not available to our hot food & bakery vendors)

☐ Your token and market voucher reimbursements will be credited to your bank account at the end of the second and forth weeks of each month. A copy of your token remittance will be emailed to you.

☐ I would like my correspondence emailed to this address: ______________________________________

Vendor / Company Name: ____________________________________________________________________

I (we) hereby authorize Portland Farmers Market (PFM) to initiate debit and/or credit entries to my (our) ______________________________________ Branch: __________________

☐ checking  ☐ savings

account (select one) at the financial institution named below, and to debit and/or credit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Financial Institution (Bank): ____________________________ State: ____________ Zip: _______________________

City: ____________________________________________ Zip: _______________________

Routing Number: __ __ __ __ __ __ __ __ __ __ Account Number: _________________________

(9 digit #)

Our policy for uncollectable funds applies to ACH debits. For each returned item, your account will be charged $25.00 and you authorize us to make an electronic fund transfer from your account to collect this fee.

This authority is to remain in full force and effect until PFM has received written notification from me (or either of us) of its termination in such time and in such manner as to afford company and financial institution a reasonable opportunity to act on it.

Name(s): _______________________________ Tax id number: _______________________________

(please print)

Signature: _______________________________ Date: _ _ / _ _ / _ _ _ _

Name(s): _______________________________ Tax id number: _______________________________

(please print)

Signature: _______________________________ Date: _ _ / _ _ / _ _ _ _