



2025 Vendor Handbook

About Portland Farmers Market.....	5
Mission.....	5
Our Vision.....	5
Our Strategy.....	5
Values.....	6
Equity Philosophy.....	6
2025 Market Schedule.....	7
Criteria for Vendor Selection and Governance.....	8
Not Accepted at PFM.....	8
Vendor Type and Product Categories.....	8
Vendor Type.....	8
Product Categories.....	10
Common Licensing.....	11
General Priority for Vendor Selection.....	11
Farmer.....	12
Farm-Direct Processor.....	12
Product Representative.....	12
Additional Priority:	13
Requirements for Acceptance.....	13
Product Jury & Evaluation.....	14
PFM Policies for all Vendors.....	15
Membership.....	16
Vendor Communication.....	16
Identification & Signage Requirements.....	16
Shared Space at Market.....	17
Second Farm Applications.....	17
Shopping Bag Restrictions and Sales.....	17
Gross Sales Reporting.....	18
Vendor Roster Publication.....	18
Employment Practices.....	18
Limits on Market Participation.....	18
Compliance with the Americans with Disabilities Act (ADA).....	19
Harassment and Workplace Violence Prohibited.....	19
Ethical Business Conduct.....	20
Attendance, Scheduling & Stall Assignments.....	21
Fees and Payment Procedures.....	22
Definitions.....	22
Stall Fee Chart.....	23

Other Fees.....	24
Payment Procedures	24
Programs, Special Events and Services.....	25
Market Programs and Special Events.....	25
Marketing Channels.....	26
Market Logistics.....	27
Durable Dining.....	27
Electricity.....	27
Trash Disposal.....	27
Sampling.....	28
Pets in the Market.....	28
Buskers/Street Musicians/Performers.....	28
Signature Gatherers/Panhandling.....	29
Safety at Market.....	29
Basic Booth Safety and Set Up.....	29
Food Safety.....	30
Crisis Management and Emergencies at Market.....	30
Weather & Safety Related Market Cancellations.....	30
Theft at Market.....	30
Market Disruptions.....	31
Reporting Concerns.....	31
Vendor Conduct & Compliance.....	32
At Market Currency.....	33
Fair and Honorable Marketing Practices.....	33
Unloading, Loading & Vehicle Etiquette.....	33
Stall Assignment and Appearance.....	34
Courtesy and Customer Service.....	34
No Smoking/Vaping/Tobacco.....	34
Protocols for Vendor Grievances and Product Challenges.....	34
Grievance Procedures.....	35
Product Challenge.....	35
Compliance & Enforcement.....	35
How PFM Monitors Compliance.....	36
How PFM Enforces the Rules.....	36
Farm Product Verifications.....	37
Ingredient Sourcing Verification.....	37
Gross Sales Verification.....	37
On-Site Vendor Compliance Checklist.....	37
Consequences of Failing to Remedy Non-Compliance.....	38
Five Examples of Enforcement Actions.....	40

To prospective and returning Portland Farmers Market vendors:

Welcome to the Portland Farmers Market 2025 handbook! Whether you've been with us for all 34 seasons or are considering joining us for the first time, we're happy you're here.

This handbook serves as PFM's agreement with vendors to ensure our markets are safe, fun, inclusive and organized. In addition to this handbook, we encourage vendors and their staff to peruse our [Vendor Page](#) for commonly used forms and other helpful resources.

Each year we edit and update this handbook to ensure our policies are clear and fair while refining how we share our organization's culture, vision and commitment to a healthy community. As our contribution to a robust food system grows and changes, our markets will also evolve.

This season we are excited to share some of the work we have been doing around vendor success. We have designed a new [eligibility tool](#) to help prospective vendors self-identify their vendor category. We are hosting online information sessions for interested vendors to speak with staff and ask questions. We have continued to expand programming and access to our markets. In this year's handbook you will see updates to our attendance policy, vendor categories, priorities for acceptance, product jury selection, and a 3% increase in vendor fees for Kenton, King, Lents International and PSU.

We will continue to work hard to make our markets successful for vendors through thoughtful organization, marketing & promotions, at-market programs & entertainment, and a stellar crew to support you! This handbook aims to support safe, fun, and inclusive markets with policies that lead to the success of 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.

PFM welcomes all qualified applicants in accordance with the law and does not discriminate based on race, color, creed, religion, age, gender, sexual orientation, military status, political opinion, sex, national origin, familial status, mental and physical disability, gender identity, or any other status protected by federal, state, or local law.

**Sincerely,
Portland Farmers Market Staff**

Contact us:

240 N Broadway Suite #129

Portland, OR 97227

(503)241-0032

apply@portlandfarmersmarket.org

About Portland Farmers Market

Portland Farmers Market (PFM) is a 501(c)6 nonprofit trade association operating five vibrant farmers markets (PSU, Shemanski Park, King, Kenton, and Lents International) in Portland, Oregon. We are a food and farms only marketspace. 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 processors. To learn more, visit our website at <http://www.portlandfarmersmarket.org>

Mission

PFM operates 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.

Our Vision

PFM is a catalyst for the nation's most prosperous, healthy and sustainable food system.

- Food producers thrive and expand
- All residents have access to farm fresh food
- Farmers markets build, nourish and inspire community

Our Strategy

PFM believes that to be an effective leader at growing an equitable, healthy, and sustainable local food system, we need to reflect those principles internally. It all starts with a strong foundation. PFM is a sustainable organization that invests in its vendors, employees and volunteers.

Embracing equity as a guiding principle, we encourage employment applications from candidates with diverse backgrounds and from underrepresented groups. We believe that when our staff represents a diversity of perspectives and life experiences, we can be most responsive to the needs of our vendors and shoppers and better reflect the communities where our markets call home.

For our vendors, we are a marketing organization that attracts shoppers to marketplaces where small businesses can prosper. We are committed to providing business acceleration opportunities such as expanded marketplaces, educational workshops and a diversified shopper base. Our strategic plan is available on our website.

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.

Equity Philosophy

PFM offers inclusive marketplaces for farmers and food entrepreneurs to thrive, while providing access to fresh and local food to 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.

2025 Market Schedule

Saturday -Portland State University

January 4 – December 20 (51 markets)

*Closed December 27

Location: [South Park Blocks at Portland State University](#)

Market hours: 8:30 a.m. to 2 p.m. April – October and 9 a.m. to 2 p.m. November – March

Sunday - King

May 4 – November 23 (29 markets)

Location: [Northeast Portland](#)

Cross streets: NE 7th at Wygant between Alberta and Prescott

Market hours: 10 am to 2 pm

Sunday - Lents International

June 1 – November 23 & December 14 for a special Holiday Market (26 markets)

Location: [Southeast Portland](#)

Cross streets: SE 92nd and Reedway

Market hours: 9 am to 2 pm

Wednesday - Shemanski Park

May 7 – October 29 & November 26 for a special Harvest Market (27 markets)

Location: [Downtown Portland - South Park Blocks](#)

Cross streets: SW Park between Salmon and Jefferson

Market hours: 10 am to 2 pm

Wednesday - Kenton

June 5 – September 24 (17 markets)

Location: [North Portland](#)

Cross streets: N Denver at McClellan

Market hours: 3 pm to 7 pm

Criteria for Vendor Selection and Governance

PFM is committed to creating a diverse marketplace with the highest quality and 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.

Not Accepted at PFM

PFM does NOT allow the sale of the following items:

- Crafts, pet food and non-food items unless grown and produced by the farmer/producer
 - Examples of exceptions may include flowers, herb tinctures, soap, CBD products, beeswax candles, wool products.
- Nationally/Internationally distributed products
 - Defined as distribution to 10+ states OR determined by percentage of total business sales.
- Products containing THC
- Branded merchandise (t-shirts, hats, stickers etc.)
 - PFM allows the sale of reusable tote bags for \$8 or less at market.
- Food trucks/carts or gas-powered generators

PFM does NOT allow the following at market:

- Businesses that operate under a franchise agreement
- Businesses based outside of Oregon or Washington
- Food trucks/carts
- Generators

Vendor Type and Product Categories

The following sections define the various vendor types and vendor product categories that are permitted within PFM.

Vendor Type

A **vendor** is an owner/operator of a business entity approved to sell at the market. A vendor may not operate under a franchise agreement. A vendor may not share stall spaces with other entities without prior approval. PFM categorizes all vendors into the following categories:

Farmer – A vendor that falls within the Farmer category includes growers, ranchers, dairy persons, fishers, foragers, etc. Vendors within this category are those actively involved and invested in the planting, growing and harvesting of agricultural products on owned, rented, leased, foraged or cooperatively farmed land. This category also includes vendors who sell processed food products made from a majority (51%) of their own farms' products. See value-added products in the next section for more information.

Farm-Direct Processor - Those who create products made with ingredients sourced directly from farmers/fishers/foragers/ranchers in Oregon and Washington. This category may also be appropriate for farmers who sell value-added food/beverage products that are not made from a majority (51%) of ingredients that they grow/raise/catch/gather.

- **Food Artisan:** Those who produce and sell processed or value-added foods such as pickles, condiments, jams and charcuterie and source ingredients used in their product(s) directly from farmers/fishers/foragers/ranchers in Oregon and Washington.
- **Bakery/Confectionary:** Those who bake/create breads, pastries and desserts and source ingredients used in their product(s) directly from farmers/fishers/foragers/ranchers in Oregon and Washington.
- **Alcohol:** Those who sell, distill or craft alcoholic beverages and source ingredients used in their product(s) directly from farmers/fishers/foragers/ranchers in Oregon and Washington.
- **Hot Food:** Those who sell freshly made foods available for immediate consumption on-site and source ingredients used in their product(s) directly from farmers/fishers/foragers/ranchers in Oregon and Washington.

Product Representative - A vendor that sells particular types of products not otherwise available at the market and may be only admitted to sell on occasion. Examples of products may include alcohol, coffee, chocolate, nut butters, oils, and non-local spices.

There is limited space at our markets for vendors in this category, given that our priority is to support businesses that showcase locally grown, raised, sourced and produced products. Items that directly compete with regular market vendors' products are generally not allowed. Product Representatives' products must meet our sourcing requirements and align with the mission of PFM. All products are strictly at PFM's discretion.

Legacy Vendor - A Legacy Vendor has previously participated with PFM 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.

Legacy Vendors are important to PFM as evidence of PFM's contribution to small business success and involvement in the local community and they attract shoppers to our markets. Legacy Vendors pay a stall fee calculated differently than other vendors at our markets.

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.

Alcohol includes beer, wine, cider and spirits.

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

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. 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. Indoor house plants are not considered agricultural plants.

Foraged or fished products are products such as mushrooms, wild berries, shellfish or fish which are gathered from public or private land by the vendor within Oregon and Washington. Vendors wishing to sell foraged or fished items must actively forage/fish themselves and/or purchase directly from local foragers/fishers. Products purchased from buyers or distributors will not be accepted.

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).

Common Licensing

Vendors are responsible for complying with all federal, state and local health regulations and licensing requirements governing the production, display, distribution, sampling and sale of their products.

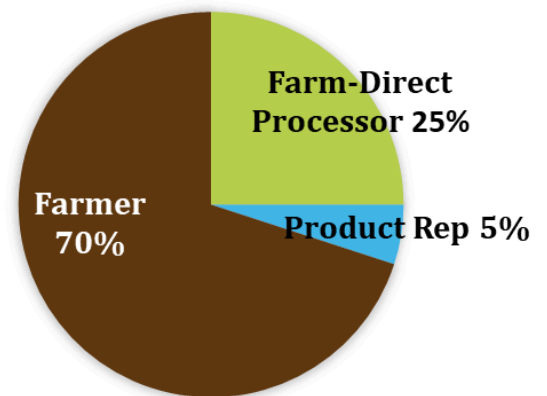
- Farmers are generally licensed by the Oregon Department of Agriculture (ODA). Many agricultural products, such as fruits, vegetables and flowers do not require any special license, however, products sold by weight at market are required to obtain a scale license.
- Vendors who commonly produce their products in a commissary kitchen receive a [food processing establishment license](#) from the Oregon Department of Agriculture. Under certain conditions, some products can be made under a special home kitchen license.
- Those who sell hot food that is freshly made and available for immediate consumption on-site generally must have a [Multnomah County Temporary Restaurant Permit](#)
- Vendors who sell products with alcohol must have an [OLCC Special Event License](#) to be able to sell at a farmers market.
- [Learn more about food license exemptions.](#)

General Priority for Vendor Selection

We strive to curate balanced and diverse marketplaces that showcase our region's agricultural bounty, support returning & emerging businesses, and meet the unique interests of each market's customer base. Our selection committee is tasked with curating successful markets with the goal of supporting a vendor mix of approximately 70% Farmers, 25% Farm-Direct Processors and 5% Product Representatives at each market. 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.

PFM is strictly a food and farms marketplace. 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. Non-farm businesses are generally required to have 25% or more of their product ingredients locally sourced directly from Oregon and Washington farms. Vendor selection is made under the guidance of the following priorities:

VENDOR CATEGORY BALANCE



Farmer

Priority for acceptance is given to 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. We aim to curate markets with a mix of practices and size of operation. In addition, we may prioritize:

- Beginning farmers, first-generation farmers, and farmers from historically disenfranchised communities
- Farmers and producers who use environmentally responsible and sustainable growing, breeding, raising, and harvesting methods
- Farmers who are stewards of the land and practice regenerative agriculture who contribute positively to their farms and the environment
- Business owners with a cultural connection to the products grown or produced

Farm-Direct Processor

Food Artisan, Bakery/Confection, Alcohol, Hot Food/Ready to Eat

Priority is given to non-farm businesses showcasing our region's agricultural bounty by sourcing a minimum of 25% of their raw ingredients directly from local farms. In addition, we may prioritize:

- Business owners with a cultural connection to the products produced.
- Businesses with an adaptive or rotating products or menu to support farmers through all seasons.
- Startup businesses - those who do not have a brick and mortar.
- Businesses with [SNAP eligible products](#).

Product Representative

There is limited space at our markets for Product Representatives, given that our priority is to support businesses that showcase locally grown, raised, sourced and produced products. Priority is given to local businesses offering unique, high-quality products that enhance the marketplace by adding diversity and creating a well-rounded shopping experience. Items that directly compete with regular market vendors' products are generally not allowed. A Product Representative vendor contributes to the market by one or more of the following:

- Diversifying product offerings at market
- Displaying deep connections to the individual market's community
- Sharing culturally relevant and representative products

Additional Priority:

- Have a history of compliance with market rules, procedures and federal, state and local regulations.
- Have a history of reliable attendance, community connection, owner representation, well-trained staff and timely submission of payments, applications & market correspondence.

- Conduct themselves with integrity both at and away from the market and prioritize fair labor practices, high standards for health & safety, workers' rights and fair compensation.
- Have a connection with the community or neighborhood of the market for which they are applying.
- Have consistent high-quality, hand-crafted products that add diversity to the marketplace and adhere to all local, state and federal food safety & production guidelines.
- Products that are unique or new to our markets will be prioritized to avoid product duplications.

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.

❖ Application and agreement

- All prospective vendors must complete and sign a PFM vendor application and agreement. Visit www.Marketspread.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 the option to apply to all of PFM's locations.
- All required forms must be updated and submitted annually. Incomplete applications will not be reviewed.

❖ Product Declarations, Additions, and Jurying

- Before selling any products, vendors must have pre-approval from PFM management.
- Vendors are required to submit a complete list of products they wish to sell at the time of application.
- Any new products must be submitted for jury along with a [new product submission form](#). If you are changing a flavor on an already approved item (i.e. raspberry cookies instead of strawberry, with the same source) you do not need to re-submit.
- Previously approved products require an updated ingredient sourcing form each year.
- Farm-direct processors 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.
- New vendor applicants who meet our requirements and have a product that we feel could be a good fit for the market will be invited to submit their products for consideration. See Product Jury section below for more information.

- Existing vendors may request a product addition in writing at any time. Requested product additions must be submitted a minimum of two weeks before the vendor wishes to sell the product(s) at market.
- Non-farm vendors cannot use co-packers. Products processed by a third 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.

❖ **Documentation and Insurance Requirements**

- Upon acceptance to markets, all vendors must provide PFM with a copy of:
 - Certificate of Liability insurance naming PFM as an additional insured party with \$1,000,000 coverage per occurrence.
 - Organic Certification (if applicable)
 - [Ingredient Sourcing Information](#) for hot food and value-added products
 - [Agricultural Practices Form](#) (Farmers and Ranchers)
 - [Foraging and Fishing Verification Form](#) (Foragers and Fishers)
- All relevant licensing and 3rd party certifications to verify claims must be available upon request at market.
- PFM is not responsible for any loss or damage incurred by vendors.

❖ **Farm Visit**

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

❖ **New Vendor Orientation**

- All new vendors are required to attend a vendor orientation prior to their first market date. This meeting is generally in mid-March.

Product Jury & Evaluation

A product jury is for vendors who sell value added products. Value-added products are reviewed by a jury as a part of the application process. Applicants who meet our sourcing requirements and have a product that our committee feels could be a good fit for the market will be invited to submit their products for consideration. Please note that an invitation to participate in the product jury does not guarantee acceptance to the market.

Products will be sampled and reviewed by a product jury committee, which typically includes PFM staff, vendors, and community members. Products will be given a score of 0-3 for each criteria area and feedback will be offered to the vendor and their products.

PFM's definition of local sourcing:

The direct purchase of raw agricultural products from the farmer/fisher/forager/rancher who grew, caught, raised, gathered or foraged the products in Oregon or Washington.

Products are evaluated on the following factors:

Ingredient Sourcing and Seasonal Representation

- Raw agricultural products available in Oregon and/or Washington are expected to be sourced locally and directly from processors when possible.
- At least 25% of raw ingredients are purchased directly from small scale farms in Oregon or Washington.
 - Determination may be made based on seasonal representation in product flavors, overall volume or total cost of ingredients.
 - Only products purchased directly from a farm will count toward this requirement.
 - Purchases made from distributors, wholesalers, grocery stores and third party sellers do not count towards businesses 25% ingredient sourcing.

Quality of Taste and Value for Price

- Overall quality of the product which includes taste and flavors
- Products made with whole food ingredients and minimally processed
- Overall value of the product and ingredients is reflected in the price
- Price is comparable to other products of this type

Presentation, Labeling, and Packaging

- Legal requirements such as net weight and ingredients
- 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.).

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 PFM 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. We appreciate your cooperation!

Membership

As a 501(c)6, trade association, annually accepted vendors are our members. Our work is directed toward their success. PFM Membership benefits include:

- Access to experienced PFM staff to support the unique needs of small businesses at farmers markets.
- The market infrastructure for eligible vendors to accept SNAP/EBT at no additional cost to vendors.

- Quarterly vendor-only newsletter with resources to help your business thrive at markets.
- Promotion of markets, seasonal products and vendor spotlights on our growing social media platforms, monthly newsletters, weekly emails, and website.
- Software (Marketspread) for application procedures, product approval and scheduling at no additional cost.

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.

Identification & Signage Requirements

- 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. Product prices must be legible at least 6 feet from the booth.
- 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 a 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:
 - Provide PFM with copies of organic certification prior to the start of their market season.
 - Keep a copy of certifying documentation in the vendor stall while at market.
 - For any vendor seeking exemption and exclusion from organic certification, provide PFM with necessary documentation (See National Organic Standards: Subpart B, applicability subsection 205.101, Exemptions.)

Shared Space at Market

Businesses are permitted to share market space and resources in some pre approved cases. Each shared booth member is required to have their own liability insurance and submit a separate application.

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 prior section. To be considered, interested vendors should submit a written request outlining the conditions of the partnership agreement. All requests will be reviewed and approved at PFM's discretion.

Relevant partnerships include:

- Geographical proximity between farms.
- Farm-direct processors using the farm partner's raw ingredients in their value-added products.
- Businesses that connect socially, economically, philosophically, or practically.

Second Farm Applications

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.

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. The policy allows bags without handles to be used to protect a purchased item from other purchased items, such as produce, bulk food and meat. You can find more information about the City's ban on plastic bags [here](#).

PFM allows vendors to sell reusable bags for \$8 or less at their market booth. Shopping bags must be sturdy and a minimal part of a booth display.

Gross Sales Reporting

PFM recognizes the sensitivity around gross sales reporting by vendors. We firmly believe collecting gross sales data helps to prove PFM's impact on the local food economy. Total sales and shopper counts are critical measures of our collective success.

Vendors are asked to submit their gross sales for each market day attended and to represent themselves with honesty and integrity.

- Vendors are asked to submit sales through forms distributed at the market, through [Marketspread](#) or email.

- Paper forms may be submitted anonymously.
- Individual vendor gross sales data is kept confidential.
- Hard copies of gross sales forms are destroyed following digital data entry.
- Percentage paying vendors are required to submit their gross sales to determine daily booth fee.

Vendor Roster Publication

- PFM provides participating vendor rosters 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 [Marketspread](#).
- The vendor roster will not be shared or sold by PFM to prospective markets or competitors for the purpose of soliciting vendors.

Employment Practices

PFM prioritizes businesses with fair labor practices and a workplace with high standards for health and safety, workers right to freedom of association and collective bargaining, and fair compensation for year-round, seasonal and contract laborers.

Suitable on-site sales personnel include family members or verifiable employees paid hourly, on commission or by salary. 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. PFM may request proof of employment.

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 unaltered is prohibited at PFM markets, except as outlined below:

Foraged or fished products - Products such as mushrooms, wild berries, shellfish or fish which are gathered from public or private land by the vendor within Oregon and Washington. Vendors wishing to sell foraged or fished items must actively forage/fish themselves and/or purchase directly from local foragers/fishers. Products purchased from buyers or distributors will not be accepted.

Selling of business or Transfer of booth space - Vendors may not sublet or loan stall space to others. If a vendor sells their 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.

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 raw agricultural products.

Hemp/CBD Products - Oregon Department of Agriculture (ODA) requires registration of all industrial hemp growers & handlers. PFM will accept hemp/CBD products ONLY derived from registered Oregon growers.

Compliance with the Americans with Disabilities Act (ADA)

- ADA regulations require shopper 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 shoppers whenever needed.

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, shoppers, 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.

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 shopper.

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 or witness harassment or workplace violence at the market or other PFM designated location, please notify 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 itself in a way that undermines the reputation of our markets.

This conduct includes but is not limited to [bias incidences/crimes](#), egregious, dishonest, discriminatory, demeaning, degrading or illegal activity particularly with regard to employment and environmental practices.

Attendance, Scheduling & Stall Assignments

Once approved, **vendors are obligated to attend all scheduled market days.** PFM understands extenuating circumstances happen. Schedule changes due to health, business failure, hazardous weather conditions or other extraordinary circumstances will be taken into consideration.

Absences related to staffing are not considered extenuating circumstances.

Vendors are allowed two excused absences per market season without penalty, after which they are required to pay for their cancellations or absences. Attendance tracking begins with the first scheduled market day.

Examples of excused absences or change of schedule are:

- Vendors who cancel a market date must notify PFM a minimum of 72 hours in advance. Notice must be given by contacting the market manager via phone, email or calling the PFM office. Failure to provide adequate notice will result in the absence being unexcused.
- Cancellations due to crop failure or seasonal delays for farmers are excused and do not count toward the 2 allowed excused absences.

Once a vendor has used their two allowed excused absences, additional absences will be considered unexcused.

- If a vendor provides adequate notice or at the discretion of the market manager, vendors will be charged 50% of their regular stall fee for each unexcused absence.
- Vendors who no-call / no-show will be charged their full stall fee for the day.

Consequences of attendance:

- Vendors who exceed their two excused absences may compromise their future acceptance to market.
- Vendors with chronic attendance issues (as determined by the market management) may be placed on a probationary period requiring them to attend all remaining scheduled market dates or be at risk of immediate suspension from all PFM markets.
- The consequences for two or more no-call/no-shows may result in immediate suspension from the market, pending investigation or a meeting with our Executive Director.

PFM reserves the right to enforce and change the cancellation policy at any time throughout the season.

Stall Assignments

- Change in stall space assignment for accepted vendors 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 via email to the PFM market email for consideration.

Waitlist Status

Vendors may be waitlisted due to product balance or space limitations within a market. Vendors that are waitlisted for dates will be notified with as much notice as possible and will not be deprioritized for future acceptance if they are unable to attend dates that are offered.

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 the 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

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

Portland State University					
<i>Vendor Type</i>	<i>10 x 10</i>	<i>Corner</i>	<i>Deep</i>	<i>Deep Corner</i>	<i>Umbrella</i>
Farmer (Oct – April)	\$58	\$70	\$76	\$89	\$46
Farmer Peak (May – Sept)	\$63	\$75	\$81	\$94	\$51
Food Artisan (Oct – April)	\$72	n/a	n/a	n/a	\$58
Food Artisan Peak (May – Sept)	\$82	n/a	n/a	n/a	\$68
Bakery/Confectionary/Alcohol	9% of gross sales*				
Hot Food, Product Rep & Legacy	11% of gross sales*				
Shemanski Park					
<i>Vendor Type</i>	<i>10 x 10</i>	<i>Corner</i>	<i>Deep</i>	<i>Deep Corner</i>	<i>Umbrella</i>
Farmer	\$52	\$63	\$68	\$80	\$41
Food Artisan	\$59	n/a	n/a	n/a	\$47
Bakery/Confectionary/Alcohol	8% of gross sales*				
Hot Food, Product Rep & Legacy	10% of gross sales*				
King					
<i>Vendor Type</i>	<i>10 x 10</i>	<i>Corner</i>	<i>Deep</i>	<i>Deep Corner</i>	<i>Umbrella</i>
Farmer	\$46	\$56	\$61	\$71	\$37
Food Artisan	\$57	n/a	n/a	n/a	\$45
Bakery/Confectionary/Alcohol	8% of gross sales*				
Hot Food, Product Rep & Legacy	10% of gross sales*				
Kenton					
<i>Vendor Type</i>	<i>10 x 10</i>	<i>Corner</i>	<i>Deep</i>	<i>Deep Corner</i>	<i>Umbrella</i>
Farmer	\$42	\$52	\$56	\$65	\$34
Food Artisan	\$48	n/a	n/a	n/a	\$39
Bakery/Confectionary/Alcohol	8% of gross sales*				
Hot Food, Product Rep & Legacy	10% of gross sales*				
Lents International					
<i>Vendor Type</i>	<i>10 x 10</i>	<i>Corner</i>	<i>Deep</i>	<i>Deep Corner</i>	<i>Umbrella</i>
Farmer	\$40	\$49	\$53	\$62	\$32
Food Artisan	\$46	n/a	n/a	n/a	\$37
Bakery/Confectionary/Alcohol	8% of gross sales*				
Hot Food, Product Rep & Legacy	10% of gross sales*				

Other Fees

Application Fee

Due to the level of attention required to process and verify information presented in vendor applications, a non-refundable \$15 fee must accompany all applications for all vendors. Vendors may pay this fee in Marketspread at the time of application. PFM must receive this fee prior to reviewing the application. This is the only fee vendors will pay through Marketspread. All other payments will happen through the PFM accounting department.

Membership Fee

An annual membership fee of \$37 will be charged to all accepted PFM vendors.

Late Reporting Fee

Vendors paying a percentage of their sales are expected to report their sales weekly and will be charged a \$25 late fee if all sales are not submitted by the end of the month.

Late Payment Fee

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.

Returned Check Policy

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

Consequences for delinquent accounts

- Vendors with invoices over 60+ days are subject to suspension from markets until the invoice(s) are paid in full.
- Percentage-paying vendors with sales reporting 60+ days late are subject to suspension from markets until the sales data is reported in full.
- Vendors with unpaid fees due at the end of the season will not be allowed to return the following year.

Payment Procedures

PFM offers three convenient payment options for vendors: ACH Withdrawal, At-Market, and Monthly Invoice. All payments are made through PFM Accounting (not Marketspread) except the application fee. Vendors are asked to be consistent in their payment procedures and notify our accounting team at accounting@portlandfarmersmarket.org if they would like to change their payment procedures. Market tokens cannot be used to pay stall fees.

All vendors whose stall fees are based on gross revenue must submit sales data in their Marketspread profile within one week of market attendance. If there is an issue with Marketspread, vendors should submit their sales by email to the PFM Accounting Manager at accounting@portlandfarmersmarket.org.

Automatic Electronic Debits (ACH Withdrawal) Preferred

- Vendors must sign the [ACH Authorization Form Agreement](#) and return to the Info Booth or mail to the office. ACH Forms will not be accepted via email due to security concerns. Make sure that the name you provide the market matches the name on the bank account. If your bank requires an additional ID number, please provide that number as well.
- 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. If you would like invoices sent to an email or address that is different than listed on your Marketspread profile, email accounting@portlandfarmersmarket.org.

Daily Payment At-Market

- Vendor is responsible for bringing payment to the Market Information booth.
- Vendors whose stall fees are based on gross revenue may pay the following week.
- Payment should be made by check, cash, or credit/debit card.

Monthly Invoice (Due Upon Receipt)

- 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. Payments processed over the phone will be charged a 3.0% 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 the 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 in which they participate or sign up for monthly ACH payment withdrawal.

Programs, Special Events and Services

Market Programs and Special Events

Market programs and special events are the vehicles for enacting PFM's educational, promotional, and community building 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 and special events may include or affect vendors in various ways, including the purchase of products, vendor/farmer presentations, and business promotion. Some market programs may include:

- Kids educational programs that focus on farming, seasonal produce, and the environment as a whole.

- Monthly tastings where PFM staff can introduce shoppers to under-appreciated produce items or demonstrate new ways to use classics.
- A recipe demonstration lead by a local chef or market vendor with ingredients purchased at market.
- Market tours in which PFM staff introduce potential vendors to local farms.
- Gleaners that come by at the end of market to pick up any unsold food or produce that would otherwise go bad.
- Seasonal stock up or celebratory events to promote peak season produce items.

Marketing Channels

PFM utilizes a variety of marketing channels to promote its markets and vendors, including a website, email communications, a blog, and social media profiles. These powerful marketing tools inform shoppers about market dates, locations, seasonal produce and showcase the food growers, producers and processors who offer their products at our markets.

- Our website sees an average of 24,000 visits per month. It features information about the five markets, an event calendar, vendor profiles & contact information, among other resources.
 - Please ensure your business information is up to date in your Marketspread profile, as this information is shared on the PFM website.
- Our blog features posts about seasonal produce, recipes, our community partners and vendors.
- Our monthly newsletter has over 6,300 opt-in subscribers and features market news, upcoming events, and blog posts.
- Our weekly email reminders for the five markets, each with an average of 400 opt-in subscribers, are published the day before the market and include a list of scheduled vendors and market highlights.
- Our Facebook and Instagram feeds reach a combined audience of more than 100,000 people. We create posts, stories, and reels highlighting the markets, vendors and products.

We encourage you to utilize these tools, but please provide us with the news and information you would like to share with our audiences. For any marketing and communication inquiries, please contact your market's market manager or email contact@portlandfarmersmarket.org.

PFM's Website & Social Media Accounts

- Website: www.portlandfarmersmarket.org
- Facebook: facebook.com/portlandfarmersmarket
- Instagram: @portlandfarmers
- Lents International Farmers Market's Facebook: facebook.com/lentsfarmersmarket
- Lents International Farmers Market's Instagram: @lentsfarmersmarket

Market Logistics

Each of PFM's five markets has unique logistics that are shared with approved vendors prior to the opening of the season. The following are general logistics that apply to all markets.

Durable Dining

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

- Hot Food vendors are encouraged to charge a minimum of \$0.50 "To-Go Fee" for each to-go item purchased (items in wax paper wraps or equivalent are excused from charging a 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. Dishes must be a unique color, pattern or contain other identifying criteria.
- Uncoated paper liners are permitted but discouraged to reduce waste.
- To-Go/disposable containers, cups, straws and utensils are to be kept out of plain sight and may be used upon shopper request only.
- **Durable Dining audits will occur unannounced each month.** Vendors out of compliance may incur a \$50 fine, at Management's discretion. Audits check for the following:
 - Adequate wares for the entire market.
 - To-go wares are out of sight from shoppers.
 - If applicable, To-go fee clearly stated on signage and verbalized to shoppers asking for to-go
 - To-go wares are only distributed upon request.
 - Dish tubs for returned dishes are present and accessible to PFM staff and shoppers.
 - Ground cover is present if necessary.
 - A proper fire extinguisher is present.

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 gas generators is not permitted in the market space.

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 shopper 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. PFM has a deck broom and dustpan at the information booth and all vendors are welcome to use them.

Sampling

- 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 shoppers. Vendors must pack out their own trash from the 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).
- PFM reserves the right to modify the above sampling guidelines.

Pets in the Market

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

Shoppers with pets are asked to avoid crowded market walkways at the PSU and Shemanski Park markets. All other PFM locations are open to pets, provided the following:

- Animals are to be kept on a short leash.
- Animals 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.

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

Buskers/Street Musicians/Performers

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 limited to a maximum of two one-hour sessions at any one location per day. One-hour sessions may not be consecutive.
- Playing or singing in a loud, disruptive manner that impedes communication between vendors and shoppers is not allowed. Vendors are encouraged to communicate with PFM staff if these guidelines are not being followed by an individual busker.

- PFM does not allow any of the following types of activities to be performed by buskers: *flying objects, sword swallowing, balloon arts, flames/fire, personal services, sales of any kind, or any activity deemed potentially unsafe by market staff, and anything prohibited by Portland Parks and Recreation.*
- Buskers are asked to sign the Busker Partnership Agreement before playing at our PSU, Shemanski Park and King 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 Information 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.
- **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 the market premises.
- **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

- See [Oregon Department of Agriculture's requirements for Food Safety](#) relevant to your products
- Fresh fruits and vegetables may be displayed in the 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](#) (find the contact info at [bottom of ODA webpage](#)).

Crisis Management and Emergencies at Market

PFM 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 & Safety Related Market Cancellations

PFM markets are open-air events, and our policy is not to close markets unless we determine that it will be hazardous for attendees or are required to do so by the City of Portland. Because conditions change regularly, PFM is unlikely to close a market in advance.

- We rely on guidance from various sources to make the best decision for the safety of vendors and shoppers.
- We will operate a market as long as farmers and vendors are able to attend, and we are not acting recklessly by attracting shoppers to the space.
- PFM does not require 72 hours notice for cancellations due to unsafe conditions. This includes conditions that are deemed unsafe for harvest/production and travel to/from the market.
- PFM will communicate market closures to all affected vendors and will not charge any stall fees 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.

If you witness theft or see any suspicious behavior, please contact the market management immediately.

- **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.
- Have a system for keeping larger bills on your person, rather than in your cash box. This can include removing tips from 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.
 - 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 the market. 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. We also believe that the physical safety of ourselves and our vendors is paramount to all other losses. Under no circumstances do we encourage chasing a thief. Please alert management immediately if there has been a theft.

Market Disruptions

Occasionally, an individual or group may engage in behaviors or activities that impact other people's sense of safety or interfere with vendors' ability to conduct business at market.

As a public event, we do not have the authority to exclude anyone from the public spaces on which our markets operate. When an individual is engaging in a behavior or activity that poses an immediate threat to safety, we call 9-1-1.

When an individual is engaging in a behavior or activity that is unlawful, bias-motivated or interfering with market operations and is not posing an immediate danger to physical safety, market staff may notify them of the rules and how they can comply. If the behavior or activity continues, we document the incident(s), create a response plan based on our protocols, and we may call for enforcement or medical/mental health support from relevant agencies.

Every incident and circumstance are unique, and our response plan varies depending on the nature of the incident.

Reporting Concerns

Having written or verbal accounts from vendors can be helpful in documenting harmful behaviors or activities at markets and can help build our case if we are seeking intervention from support or enforcement agencies such as the Park Rangers. If you or other market participants observe or are

impacted by behaviors that you believe to be unlawful, bias-motivated or otherwise not allowed, please feel free to contact the Operations Director or Market Manager at any time.

If you observe or are impacted by harmful behaviors, we also suggest reaching out to the following resources:

Oregon Bias Response Hotline (Non-Emergency)

The Bias Response Hotline is there to help you understand your options, make choices about next steps, and receive support in the aftermath of experiencing or witnessing a bias crime or incident.

- **Call the Hotline:** 1-844-924-BIAS (1-844-924-2427)
 - Trauma-informed operators standing by 9am to 5pm, Monday – Friday. Interpreters in over 240 languages.
 - After hours? Leave a message and they'll return your call.
- **Report online:** [StandAgainstHate.Oregon.gov](https://standagainsthate.oregon.gov)

Portland Park Rangers

- For park code violations (*like dogs off leash, unpermitted sound amplification, harassment or general disturbances*), call Park Rangers at 503-823-1637 or email rangercallcenter@portlandoregon.gov.
- Park Rangers have authority to issue park exclusions or citations at our markets operating on Portland Parks Property (PSU, Shemanski Park & King), and are trained in de-escalation.

Portland Police Bureau

If there is an immediate threat to life or property, call 9-1-1.

- If you call 9-1-1 at the market, please notify our staff immediately so that we are aware of the situation and can provide support or crowd control if applicable.
- For non-emergency situations that are NOT an immediate threat to life or property but benefit from a police report or other resource support, call the non-emergency line: 503-823-3333.
 - Some examples of non-emergency situations at market might be theft that already transpired, and the suspect is no longer there, harassment or assault that already transpired and the suspect is no longer there.

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 vendors and to on-site issues.

At Market Currency

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.

To learn more about the different currencies please see our [2025 At-Market Currency Vendor Guide](#).

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 within 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, Loading & Vehicle Etiquette

- Vendors are expected to comply with each market's specific loading and unloading requirements which are to be determined for each market and subject to change.
- Vendors are expected to unload all supplies and products in their designated space, park vehicles, and then return to unpack products and set up the booth space.
- Vendors who do not have a confirmed stall assignment should speak with market staff before entering the market.
- For the safety of shoppers and vendors, vendor vehicles must be removed from the market 15 minutes prior to opening and are not allowed in the markets for tear-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 shopper 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-out time, reckless driving, not following city parking codes, and blocking traffic while waiting to drive into the market for loading or unloading.
- The 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 (specifically a vendor's tent, tent weights, and business banners) 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 also 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 shopper 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, shoppers, other vendors, volunteers, as well as our neighbors or any persons who are present within our markets. We provide an important space for our communities, and we want to create a safer space for all people.
- 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.
- Shopper 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.

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.

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 are also available at the market information 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.
- When applicable, Market Managers will conduct a farm site visit in a timely manner to make a decision on the product challenge. If PFM deems it necessary, a third-party farm inspector will be employed.
- Product challenge forms are also available at the market information 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, the vendor may be fined, placed on probation, suspended, or evicted from the market at the discretion of the Executive Director.

Compliance & Enforcement

Vendors share responsibility for keeping PFM viable and ensuring public safety. By following the rules described in the previous section, vendors will remain “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.
- Unsafe product storage and handling.
- Unsatisfactory stall appearance and stall maintenance.
- Unresolved shopper 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 Compliance

- PFM monitors market activity to ensure that vendors are complying with the rules. All infractions are logged regardless of severity.
- PFM also keeps records of “non-market” violations (i.e., shopper complaints, late payment of fees, etc.) that may put a vendor out of compliance.
- PFM utilizes the rules and policies stated 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 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 and to request any documents verifying business, gross receipts for percentage fee vendors or employee status.

- Shopper 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 exceptions 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 the market pending further investigation.

Ingredient Sourcing Verification

PFM verifies farm-direct sourcing claims made by food artisans, bakeries/confectioneries, alcohol 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/confectionery, alcohol, product representatives and legacy vendors pay a percentage of their gross sales. PFM reserves the right to audit sales at the vendor's booth.

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 weight 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 hand wash 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 shoppers to use.
- Vendors take their waste with them (trash, equipment, discarded products, etc.)
- Any vendor with products 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 and adhere to sampling guidelines
- Vendor vehicles are operated in a safe manner and only present during approved 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 and must be legible at least 6 feet from booth
- Only signage that is relevant to the products or business are allowed to be posted at market (at market manager's discretion)
- All packaged food is labeled with name of the product, net weight, ingredients in descending order by weight, and name and address of processor (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
- 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)

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 remedy 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:***
 - The vendor may lose reserved space privilege.
 - The vendor may be suspended from the market for a week and be charged their stall fee.
 - The vendor may be issued a fine. If a vendor is issued a fine due to non-compliance, the fee will be added to the vendor's next invoice.

Violation	Consequence
Canopy Weights	1 st offense: Immediate correction & verbal warning All other offenses: \$50 daily weight rental fee & written warning via email
Signage and Clean & Safe non-compliance	1 st offense: Immediate correction & verbal warning 2 nd offense: \$50 fine, immediate correction, written warning via email 3 rd offense: \$50 fine, immediate correction & suspension until meeting with PFM Management
Durable Dining - monthly, unannounced audit	1 st offense: written warning 2 nd offense: \$50 fine

Five Examples of Enforcement Actions

1. Non-compliance: A vendor that includes products in their stall not approved on the original PFM application.

Consequences:

- 1st offense: Noncompliant product pulled plus verbal warning
- 2nd offense: 1-week suspension with stall fees required
- 3rd offense: Season suspension with stall fees required

2. Non-compliance: Three legitimate concerns regarding the vendor are found by or reported to PFM. Concerns may include shopper 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 12 months from the 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.