



CHARLESTON FARMERS MARKET
Produced and directed by the City of Charleston Office of Cultural Affairs

2016 Vendor Manual



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Celebrating the Lowcountry's

Bounty of Fresh Local Produce & Homegrown Creativity

OFFICE OF CULTURAL AFFAIRS

75 Calhoun Street, Suite 3800

Charleston, SC 29401

MARION SQUARE

329 Meeting Street

Charleston, SC 29403



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Founded by Mayor Joseph P. Riley, Jr. in 1988 with the Clemson University Cooperative Extension Service, the Charleston Farmers Market (“CFM”) is produced by the City of Charleston Office of Cultural Affairs (OCA), in cooperation with the City of Charleston Parks Department and Special Events Committee. Over the years, the CFM has received numerous awards: in 2005, the CFM received the Three Sisters Award from the Charleston Save the City Committee; in 2008, ranked by Travel + Leisure Magazine as one of the Top 10 Best Farmers Markets in the nation; and proclaimed in Charleston City Paper’s “Best Of” edition as “Best Attraction” and “Best Outdoor Event”.

Located in Marion Square at the heart of historic downtown Charleston, the CFM is open each Saturday, April through November, 8am to 2pm with additional CFMs taking place on Saturdays and Sundays during our Holiday Market in December. Additional Sunday CFMs may be added during the Piccolo Spoleto Festival at the discretion of CFM Management.

The CFM is dedicated to the support and advocacy of Lowcountry farmers and growers and offers a variety of local produce, plants, herbs and fresh cut flowers as well as breakfast and lunch, an assortment of artisanal crafts, community groups, live performances and a variety of activities. Attracting locals and visitors alike, the CFM is the community connection bringing together people from all parts of the Lowcountry and beyond.

Regular Season

Saturdays, 8am-2pm

April 9 – November 26

Holiday Market

Saturdays & Sundays, 9am-3pm

December 3 – 18

Spoleto

Hours & policies for dates will be forthcoming

Sunday; May 29, June 5 & 12

CFM Management is currently determining final plans for Sunday CFMs during Spoleto and details will be forthcoming. Vendors must complete an additional Application & Participation Agreement for all CFMs which are not included in the Regular Season, while no additional application fee is required. At CFM Management’s election, CFM may allow non-Regular Season vendors to participate in Holiday Market based on the types of products they offer for sale. Hours of operation are subject to change at the discretion of CFM Management. Change in hours of operation typically arises in the event of an “Extreme Weather Warning” from NOAA’s (National Oceanic & Atmospheric Association) National Weather Service. See Weather Related Cancellations (*pg. 24*).

The CFM is committed to creating a diverse marketplace with the highest quality, locally produced products available. All applicants must reside and operate within CFM Boundaries (*pg. 25*) while priority acceptance is given to Charleston County, followed by Berkeley, Colleton and Dorchester County. Proof of Business Address will be required to include one or all of the following: Lease agreement or Title to Real Estate (Deed) and/or Property Taxes. City of Charleston reserves the right to make onsite visits to business establishments and may require additional proof of residence or business location. Although the CFM will not be bound to apply a particular set of selection criteria in every instance and must reserve unconditional discretion to accept or deny an applicant, CFM Management considers many factors while evaluating each submission and invites all eligible vendors to apply.

About CFM

Vision

The CFM is dedicated to the support and advocacy of Lowcountry farmers and growers and offers a variety of local produce, plants, herbs and fresh cut flowers as well as breakfast and lunch vendors. The CFM allows for:

- Local food growers and producers to prosper by finding local market places for their products
- Every resident to have access to high quality nutritious, locally grown food
- Residents to understand the value of strengthening the local economy by purchasing locally grown food
- Sustainable farming and local food production expansion as more people choose to enter these professions
- To grow, nourish and inspire the community

The CFM is playing a central role in creating this food system and in fostering an economically, ecologically and socially sustainable community.

Mission

To provide a venue where local farmers, producers, artisans and crafters come together to offer a variety of fresh, local produce and locally crafted products directly to the consumer. The CFM encourages direct communication between consumers, growers and artisans and fosters social gathering and community building.

We Value

- 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 market and operation model social, ecological and economic sustainability
- Relationships: positive, personal connections and cooperation underlie our contributions to the community
- Excellence: by combining innovation and industriousness, we can achieve our best while making CFM fun, functional and beautiful
- Organizational Strength: maintaining financial strength and the integrity of our organization's practices allows us to offer personal and professional fulfillment to our employees and valuable support to our vendors

Market Advisory Committee

Market Advisory Committee (MAC) constitutes a panel of interested volunteers and vendors who recommend vendor program priorities and who serve as a sounding board for program initiatives, as informed advocates for CFM. The MAC assists the CFM staff in reviewing CFM rules and procedures. The MAC provides a channel for CFM vendors to have their voices heard by members of the MAC for consideration and vetting to CFM Management.

General Acceptance

In order of priority

1. Agriculture

- Farmer & Grower Vendors have priority over all other vendors
- Priority is given to those regional Farmer & Grower Vendors who bring product to market that is 100% grown and harvested on farmland east of I-95 in South Carolina that they own and/or operate
- Farmer & Grower Vendors who use environmentally responsible and sustainable growing, breeding, raising and harvesting methods will also have priority
- Priority is given to other vendors displaying a more abundant use of local ingredients in prepared food or artisanal crafts

2. Product Quality

- Consistently high product quality
- Products should be grown or processed using traditional and/or sustainable techniques
- No genetically-modified seeds may be sold at the CFM at any time
- Clean and attractive displays

3. Conduct, Compliance & Customer Service

- History of compliance with CFM rules and federal, state, and local regulations
- Positive vendor conduct toward customers, fellow vendors, CFM staff and volunteers
- Courteous, strong customer service and knowledgeable staff
- Timely submission of application, licenses and other CFM correspondence
- Acceptable billing and payment history according to Fees & Payment Procedures

4. Product Balancing

- Products that are unique or unusual
- Products not already represented in the CFM
- Product not readily available through national distribution channels
- Products not included in an application may be restricted from the CFM to avoid duplication

5. Record as a previous CFM Vendor

- Number of years vendor has sold at CFM
- Number of CFM markets at which vendor has sold
- Attendance record
- History of compliance with CFM rules

Products Not Accepted

The CFM is committed to showcasing locally grown produce and high quality crafts designed and fabricated by local artisans. With this in mind, the CFM will not accept the following items:

- There is no opportunity for re-sale of manufactured food products. The vendor must have prepared the food in a SCDHEC approved kitchen within CFM Boundaries (*pg. 25*)
- Applicants living outside of CFM Boundaries (*pg. 25*)
- Vendors cannot be part of a national franchise or a corporate chain of businesses
- Locally produced packaged food products with broad national distribution
- Vendors cannot duplicate an existing retail location that the vendor owns or operates; exceptions are made for bakers whose ovens are at the vendor's bakery and for vendors who own a restaurant and use the restaurant's commercial kitchen to prepare food items for sale at CFM. All kitchens must meet SCDHEC requirements, and the food items sold by the vendor at CFM shall not duplicate the food items sold by the vendor at the restaurant. Vendors shall not use the name of an existing restaurant or business at CFM without written permission from CFM Management prior to vending.

Certificates, Licenses & Permits

Vendors are responsible for complying with local, state and federal requirements governing the sale and production of all products and for acquiring the necessary permits/licenses necessary for operating their business. The following is a list of common permits and licenses required; however, it is not exhaustive.

- **At the time of application**, vendors must provide clear, written information about production methods, which can be available to CFM Management or any consumer upon request
- **At the time of application**, vendors must provide proof of residency and proof of business address, which must be with CFM Boundaries (*pg. 25*)
- **All Food Concessions, Bakers, Processors, Seafood, and those offering samples** must abide by all regulations enforced by SC DHEC (Department for Health & Environmental Control and have a SC DHEC approved kitchen and/or certification with the SCDA (South Carolina Department of Agriculture).
- **SC DHEC:** (803) 898-3432 – Email: info@dhec.sc.gov
- **SCDA:** (803)734-2190 – Email: ACuller@scda.sc.gov

Upon acceptance, **all vendors** must provide the following;

- Charleston Business License:
 - Licensing Clerk & Revenue Collections Office:
 - (843) 724-3711
 - https://cap.charleston-sc.gov/energov_prod/citizenaccess/site/public/main
 - 2 George Street, Suite 1700 – Charleston, SC 29401
- SC Retail License
 - SCDOR (Department of Revenue)
 - (803) 898-5000
 - <https://dor.sc.gov/MyDORWAY>
 - SC Department of Revenue Sales Tax Return – Columbia, SC 29214-0101
- **Vendors** must have general liability insurance coverage of no less than; \$1,000,000 with the City of Charleston being named as an additional insured thereon. Vendors must obtain insurance coverage on their own and provide proof of the general liability insurance in accordance with these requirements to CFM Management prior to operating.

Definitions of Vendor Business Types

The CFM does not offer exclusive rights to any one vendor to sell any one product. CFM customers benefit from having a choice. CFM Management reserves the right to deny entry to same or similar products if it is believed the number of vendors offering the product is excessive. A vendor is the owner/operator of a business entity approved to sell specific products during a specific duration by CFM Management, and the City of Charleston. A vendor shall not operate under a franchise agreement. A vendor shall not share their assigned location with other entities. All products must be grown, raised, produced, caught or gathered by the vendor within CFM Boundaries and must be approved prior to operating. A **Rotating Vendor** is only allowed to operate on days assigned to them by CFM Management i.e. 1st/3rd or 2nd/4th Saturdays of each month.

1. **Active Farmer & Grower** is a person actively involved and invested in the planting, growing and harvesting of agricultural product on owned, rented, leased or share-cropped land. This definition includes ranchers and dairymen. If a Farmer & Grower Vendor farms on land(s) they rent or lease, they must provide the CFM with a copy of the signed lease agreement(s).
 - a. **Farm Products** are grown or raised by the Farmer & Grower Vendor upon land located within CFM Boundaries that the farmer controls through ownership, lease, rental or other legal agreement. These products are fresh fruits and vegetables, nuts, honey, eggs, herbs, flowers, meat, seafood and dairy products.
 - b. **Meat & Dairy Products** must be labeled as processed food products in accordance with SCDA and SCDHEC regulations for processed, packaged, and hazardous food products.
 - c. **Seafood**; edible marine fish and shellfish raised or caught by the Farmer & Grower Vendor in SC waters.
 - d. **Processed Farm Products** are farm products made from raw ingredients, a majority 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. **CFM recognizes the distinction between processed farm products made by the farmer and those products that are purchased and then processed.**
 - e. **Nursery Products** are grown or raised by the Farmer & Grower upon land they control through ownership, lease, rental or other legal agreement. Nursery products are fresh cut or potted flowers, bedding plants, seeds, perennials, annuals, trees or shrubs that are propagated from seed, cuttings, bulbs, plugs or plant divisions. Nursery product vendors require a nursery license issued by SCDA, which must be submitted prior to vending at the CFM.
2. **Food Concessions** is a person who sells food that is freshly made and available for immediate consumption on-site or packaged food for future consumption.
 - a. **Bakery/Chocolatier** bakes breads, pastries, desserts or makes chocolates.
 - b. **Cheese Maker** is a person who makes and sells cheese that contains milk sourced from a local farmer or other entity who produces the local milk for the Cheese Maker.
3. **Artisan & Crafter Vendor** products must be designed, fabricated and hand-crafted by the artisan vendor and its employee(s). Acceptance is based on originality of design, materials and production techniques. All crafts must be of excellent workmanship both in quality and design. The items must show evidence of manual skills obtainable through a significant period of dedication and experience. All vendors are solely responsible for obtaining proper permissions and licenses from third parties whose rights may be violated or infringed upon. To use any logo, trademark or copyrighted items, a vendor must have written permission from the owner of the logo, trademark or copyright and provide the CFM with a copy of the written permission from the owner of the logo, trademark or copyright with their application or at the request of CFM Management.

Rules & Regulations

CFM Management reserves the right to deny a vendor's application or to prohibit anyone from selling at the CFM, or to prohibit any product from being sold at the CFM. Vendors and their employees must comply with all CFM Rules & Regulations and On-Site Operation Guidelines. CFM Management reserves the right to promulgate new and/or modify existing CFM Rules & Regulations and On-Site Operation Guidelines during the course of any Regular Season, Holiday Market or Spoleto CFM, if necessary.

Application & Participation Agreement

- All prospective vendors must read the current CFM Vendor Manual in full, complete and sign a CFM Vendor Application & Participation Agreement form.
- Application fee: All returning and new applicants must submit a non-refundable application fee of \$20.
- Vendor selling privileges are for a specified period of time and limited to the current season.
- All accepted vendors are required to attend a vendor meeting, which will be scheduled upon acceptance.

Product Declarations

- Vendors must include a full list of products they intend to sell with their application. Vendors are only permitted to sell products that have been approved by CFM Management.
- If a vendor wishes to add a product to their original list, they must submit all additions to CFM Management for approval; with a *minimum of two weeks* before the vendor desires to sell the product(s). CFM is a producer-only market with no re-sale products permitted. Buying products from another business and then reselling those products is not permitted at the CFM and can result in disciplinary action. (Exceptions are 75/25 rule for a Farmer & Grower Vendors)
- Artisan & Crafter Vendors are not permitted to sell food or farm products.
- CFM Management reserves the right to be the sole t-shirt, sweatshirt, and poster vendor.

Absences

Vendors are expected to operate at each CFM that is assigned to them by CFM Management. Seasonal vendors are exceptions and must be approved by CFM Management prior to vending. *Vendors are allowed 3* absences from the CFM during the course of a season. More than 3 cancellations or absences may result in the loss of vending privileges. Vendors are financially responsible for fees at all CFMs for which they operate. The owner of the business must be present at the CFM at least 75% of the CFM season; the other 25% can be a designated employee; however this practice is discouraged.

Booth Equipment

- Vendors must supply their own tables, chairs, trash receptacles and signage.
 - Canopies (measure 10' x 10' or 8' x 8'): Artisan & Crafter vendors are responsible for providing their own white canopy. White canopies are not provided by CFM Management.
 - Weights: All canopies or other booth covers are required to have 25lb weights, (no cement blocks) for each canopy leg. Weights must be approved by CFM Management as they should not be a hazard to patrons or others.
 - Clean and safe: vendors are responsible for keeping their spaces clean and attractive at all times and must clean up their spaces prior to departing, including sweeping up any debris and removing all trash from Marion Square. No dumping; ice, liquids, food waste, sewage. See "Appendix II for expectations for compliance with SCDHEC Regulations regarding handwashing stations.
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Vendor Conduct & Courtesy

- Vendors are not allowed to operate handheld devices of any kind while driving in Marion Square.
- The speed limit in Marion Square is 10mph; speeding will result in immediate disciplinary action.
- Vendors must turn all motored vehicles to the off position while stationary.
- Vendors **are not permitted** to use the following techniques while operating at the CFM: hawking, calling attention to products in a loud, repetitive public manner, selling products in an aggressive manner, standing in a pedestrian right-of-way, or conducting business outside of their assigned space.
- **Threatening behavior, vandalism and the use or threats of violence will constitute immediate removal from the CFM.** Threats, threatening behavior or acts of violence against any participants while on-site, at offices or by electronic means will not be tolerated. Any person who engages in this behavior shall be removed from the premises as quickly as safety permits, and must await disciplinary measures prior to operating at a following CFM. Subsequent to the investigation, CFM Management will respond appropriately. Possible outcomes include, but are not limited to; suspension, termination of any business relationship, and the pursuit of criminal prosecution of the person or persons involved.
- Any CFM Vendor who is convicted of a crime during the course of the CFM season must report their conviction to CFM Management. In the event of such a conviction, CFM Management and City of Charleston at its sole election reserves the right to expel a vendor in light of this criminal conviction.
- Vendors and their employees must behave courteously and conduct themselves professionally at all times. Vendors are not allowed to publicly disparage other vendors or their products; this behavior is grounds for immediate expulsion and other disciplinary actions may be taken.
- Vendors must ensure that all persons working at their booths are familiar and knowledgeable of all products and adhere to all CFM **Rules & Regulations** and **On-Site Operation Guidelines**.
- Individuals under the age of 18 must be accompanied by an adult while operating a booth at the CFM.

Damage to City Property

The City of Charleston shall be reimbursed for any damage caused by a vendor, to CFM or City of Charleston property. This requirement includes, but is not limited to damage to; sidewalks, grounds, vehicles, fencing, canopies, and any other property owned by or provided by the City of Charleston.

Customer Queries

Vendors are discouraged from selling at below-cost pricing, thus undercutting potential sales of other vendors. All items for sale must be clearly marked with their 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. Questions regarding production techniques must be answered factually and knowledgeably. False packaging and incorporating the exposure of the best products at the top of a package with inferior product(s) packed below will be considered fraudulent and a violation of **CFM Rules & Regulations**.

Staying Green

Vendors are encouraged to use environmentally responsible and sustainable methods of production and packaging. These practices are recognized during the annual vendor review.

Vendor Identification

Each vendor's booth must prominently display a sign which clearly identifies the business by the name listed on their application. Signs must be professional in appearance. Signs must be in place *during hours of operation*. All descriptions of products must be accurate and truthful. Signs are subject to approval by CFM Management.

Electricity

All electrical equipment must be preapproved by CFM Management. Vendors that require access to electricity are responsible for providing their own outdoor extension cords as well as an adequate number of mats or runners which must cover all portions of the cord that lie in areas used by CFM participants. CFM Management is unable to guarantee electricity to all vendors and a specific number of outlets will be assigned upon acceptance.

Loading Procedure

All vendors must off-load all equipment, product and supplies either in or behind their assigned booth location, which must be clear of all traffic routes. Vendors are not allowed to set up their booth until they have driven their vehicle outside of Marion Square and parked in an approved location. At the close of each CFM, vendors must completely disassemble their booth prior to driving into Marion Square for loading purposes. More details are located in the **CFM On-Site Operation Guidelines** (pg. 11).

Possession of Weapons

Firearms, knives or other objects used as a weapon by a vendor, his or her employee(s), or agent, constitutes a violation of **CFM Rules & Regulations** and will constitute immediate and permanent expulsion from the CFM.

Solicitation

Solicitation for products, services, or charitable contributions, not specifically addressed as a CFM commodity, or by vendors other than CFM vendors, will not be permitted, except with special permission granted by the City of Charleston and CFM Management. All Not-for-Profit Organizations must complete a current Not-for-Profit Application & Participation Agreement which can be found on the CFM website under "Applications".

Alcoholic Beverages

The selling or consumption of alcoholic beverages is prohibited at all times and will be grounds for immediate and permanent expulsion from the CFM.

Illegal Drugs

The selling, distribution, or possession of drugs or drug paraphernalia is prohibited and will be grounds for immediate and permanent expulsion from the CFM.

Rotating Vendor

A rotating vendor operates on a schedule less frequent than full time vendors and may differ from those of other rotating vendors. A rotating vendor is not a full time vendor. A rotating vendor is only permitted to operate on days assigned to them by CFM Management. A vendor must signify on the CFM Application & Participation Agreement form whether they are applying to be a full-time or rotating vendor. Rotating frequency will be determined by CFM Management upon acceptance.

Vendor Space

Vendors **are not permitted to** sublet their space to others. Prepaid fees are non-transferable to other CFM vendors. If a vendor sells their business, the vendor is not permitted to transfer the CFM space to the new owner or any other party. A vendor's space is assigned to them by CFM Management and is subject to change at the discretion of CFM Management at any time.

On-Site Operation Guidelines

Marion Square

(329 Meeting Street, Charleston, SC 29403)

Loading Procedure

- Set-up begins no earlier than 5:00am. Although vehicles cannot be parked in Marion Square, approved vendors are permitted to drive into Marion Square for loading purposes, ONLY.
- Traffic flow for driving in Marion Square:
 - a. Vendors located on **King Street Plaza** must enter the park using the King-Tobacco St. egress
 - b. Vendors located on **Tobacco Street** must enter the park using the Meeting-Tobacco St. egress
- Vendors must off-load their equipment, product and supplies in or behind their assigned location, which must be clear of all traffic flow.
- Vendors must exit Marion Square in their vehicle, park in an approved location, then return to setup their booth.
- Vendors must wait to setup their booth until their vehicle is parked outside of Marion Square, in an approved location.
- Vehicles must enter Marion Square prior to 7:15am and exit by 7:30am. If a vendor has not arrived by 7:15am and has not alerted CFM Management of their late arrival, CFM Management reserves the right to designate their space for another vendor or purpose.
- Late arrivals must load-in from the perimeter of Marion Square given they have approval from CFM Management.
- Vendors are prohibited from driving on the grass or over a curb unless instructed to do so by CFM Management.
- Vendors are encouraged to park as far away from Marion Square as possible to allow customer parking for customers. Vendors may park in the Visitor Center Parking Garage (73 Mary Street), and receive a \$5 flat rate parking voucher to be used between the hours of 5am-5pm. Vendors must collect a predated parking voucher from CFM Management prior to 1:00pm each CFM day.
- If a vendor sells out of their entire inventory, unless approved by CFM Management, booth disassembly is not permitted until the CFM closes.
- At the close of each CFM, vendors must completely disassemble and pack up their booth prior to driving into Marion Square to load their vehicle. At 2:00pm, vendors may begin disassembling their booth.
- At the discretion of CFM Management, if a vendor's booth is 100% disassembled and every item is clear of all vendor traffic flow, vehicles are permitted to enter Marion Square at 2:15pm, unless instructed otherwise by CFM Management.

Booth Setup & Display

- Vendors using grassy areas for storage are required to set up on a tarp to prevent damage to the park.
- Floor mats or runners must cover all electrical cords which cross areas intended for foot traffic. Vendors are not permitted to cross extension cords over a pedestrian right-of-way and must be provided by the vendor using the electrical cords.
- Canopies must have 25lb weights on each leg which must be approved by CFM Management.
- Vendors must keep all belongings clear of pedestrian right-of-ways and must be contained within their assigned location.
- Signage including product prices, vendor identification, and organic certification must be clearly displayed and visible to all customers.
- All vendors must have their own trash receptacles for all waste generated which must be removed from Marion Square at the end of each CFM.

Clean & Safe

- Vendors whose products generate waste (e.g. on premise prepared food vendors and vendors providing samples) must provide a trash receptacle at their booth for all waste produced.
- All vendors must haul their trash away from Marion Square at the end of each CFM, for disposal at their own business or residence.
- **City of Charleston waste receptacles are for public use only.**
- All vendors must sweep their spaces at the end of each CFM and must ensure, before leaving, that all litter and product debris has been removed, including but not limited to; ice, liquids and food; dumping waste or unused food and beverage products in the park is prohibited.

No Smoking

Vendors and their employees are prohibited from smoking or using any product containing tobacco in Marion Square during CFM hours of operation and loading times.

Electricity

- 110v electricity is available at the CFM when approved in advance by the CFM Management. The vendor will need to bring their own heavy-duty extension cords, with an adequate number of mats/runners to cover and reduce the possibility of tripping hazards.
- The CFM highly recommends using battery operated and/or solar power fans.
- Vendors are not permitted to use a generator unless approved by CFM Management, and it must not disturb CFM operations due to volume, size, smell or location.
- Any vendor using electricity is subject to a \$15 fee that must be submitted prior to vending. All checks and money orders must be made payable to; City of Charleston.

Water

Water for vendor use is available on the side of the brick storage building which is located on the King Street side of the park. Drinking water is available at various public water fountains and additional water is available for purchase at multiple food concessions locations.

Assigned Location

Space reservations are held *until 45 minutes prior to the CFM opening*, after which time a vendor's assigned space may be allocated for a different vendor or purpose by CFM Management.

On-Site Vendor Compliance Checklist

CFM Management and their designee may, without notice, evaluate any vendor while making sure they are in compliance with all CFM **Rules & Regulations** and **On-Site Operation Guidelines**.

Tools to Monitor & Enforce Rules & Regulations

In addition to the list below, CFM Management utilizes the following procedure for disciplinary action: CFM Management is authorized to assign spaces, enforce all **Rules & Regulations** and **On-Site Operation Guidelines**, and issue notices of violation(s). In cases of a serious violation, the disciplinary progression may vary: (Physical violence, verbal abuse, possession or consumption of weapons, alcohol or illegal drugs is ground for immediate expulsion)

- **First Violation:** Written warning from the City of Charleston to the vendor
- **Second Violation:** \$25 fine to be paid by the Vendor prior to returning to the following CFM
- **Third Violation:** Vendor suspension for one CFM which immediately follows the violation
- **Fourth Violation:** Expulsion for the remainder of the CFM season

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1. All CFM Rules & Regulations and On-Site Operation Guidelines are enforced by CFM Management and their designee, all of whom have ultimate on-site authority. Complaints or problems must be directed to CFM Management within one week of when the incident occurred.
 2. If a vendor does not abide by the CFM Rules & Regulations and On-Site Operation Guidelines or comply with federal, state, and local regulations applicable to CFM participation, CFM Management or its designee may take any action deemed appropriate, including assessing fines or barring the vendor from selling at the CFM for that day and any future dates.
 3. The CFM Manager or designee will regularly evaluate vendors using the On-site Vendor Compliance Checklist.
 4. Violations not included in the On-site Vendor Compliance Checklist may lead to other disciplinary action. If a vendor is issued a fine due to noncompliance, the vendor must pay the fine before operating at a following CFM.
 5. Customer complaints will be forwarded to vendors and kept on file. Complaints may result in disciplinary action including suspension or expulsion from the CFM.
 6. CFM reserves the right to visit and inspect the farm, place of business or studio of any vendor and to request any documents verifying business or employee status of vendor.
 7. CFM Management reserves the right to make reasonable exceptions to these CFM Rules & Regulations and On-Site Operation Guidelines on a case-by-case basis, if necessary.

On-Site Vendor Compliance Checklist

GENERAL

	N/A	Non-Compliant	NOTES
Charleston Business License			
Clean & Safe Setup			
DHEC Certificate			
Products Priced			
Products within Permitted list			
SC Retail License			
SCDA-RVC (Registration Verification Certificate)			
Signage: Business Name & Product Labeling			
Trash Receptacle			
Weights: (25lbs x leg)			

FOOD SAFETY

All Food Concession Vendors must comply with all SC DHEC (Department of Health & Environmental Control and SCDA (Department of Agriculture) rules and regulations. Those found to be in violation must take the necessary action(s) to be in compliance with SCDHEC and SCDA prior to returning to operate at the CFM.

On-Site Vendor Compliance Checklist

OPERATIONS

	N/A	Non-Compliant	NOTES
Driving Against Designated Traffic Flow			
Driving in Restricted Area			
Failure to Clean/Sweep Booth Location			
Failure to Haul Waste			
Hawking: Calling Attention to Products in a Loud, Repetitive or Aggressive Manner			
Non-Courteous Behavior: Customer, Staff, Vendor, Volunteer			
Reckless Driving			
Selling Outside Designated Hours of Operation			
Unauthorized Early Departure			
Vehicle in Marion Square prior to proper disassembly of booth			
Vehicle in Marion Square prior/post allowed timeframe			

Notice Given: (Y/N) _____ Date: _____ / _____ / _____ Time: _____ : _____ AM / PM

Issued by: _____ Date: _____
Print Sign

Received by: _____ Date: _____
Print Sign

The viability of the CFM requires careful consideration for the safety of CFM vendors, customers and the community. CFM operational rules have been constructed to minimize the risk of accidents. Without vendor compliance, our risk management strategies are compromised. The result to CFM can be costly: to manage, insure and operate.

Vendor compliance with operational rules will be regularly evaluated using the **On-Site Vendor Compliance Checklist**, (pg. 14-15).

CFM Management uses this checklist as a tool to regulate food safety, products sold, and operational safety. Management or their designee will indicate any violation(s) on the above form. Both, CFM Management and the vendor's on-site sales representative will sign and date the above form.

A copy of the form will be provided to the vendor. Vendors must address the reason for the violation prior to operating at a following CFM.

If a vendor is issued a fine due to noncompliance, vendors must pay the fine in full prior to operating at a following CFM and the violation(s) must be remedied.

Issued by: _____ Date: _____
Print **Sign**

Received by: _____ Date: _____
Print **Sign**

Comments

Payment Methods

1. **Full Season Advanced payment (April 9 – November 26)**
 - a. Payment due in full on or before the first CFM of the current season, April 9
 - b. Discount, 20%
2. **1/2 Season Advanced payment (April 9 – July 30; August 6 – November 26)**
 - a. Payment due in full on or before the first CFM of each period; April 9 and/or August 6
 - b. Discount, 15%
3. If a vendor cancels the remainder of a season, any advance discounts will be forfeited, in the event a refund is issued; See **Cancellations & Refunds** (pg. 18)
4. **Pay online with Credit Card**.....Links will be provided upon acceptance
5. On-site payments must be submitted at the CFM Info Booth prior to 1pm on each CFM day and must be submitted using; credit card, check or money order, made payable to the City of Charleston

Fees & Payment Procedures

1. **Application Fee \$20:** Due to the level of attention required to process and verify information presented in vendor applications, a non-refundable fee must accompany all applications.
2. **Booth Rental Fees per CFM day:** (+ \$15 per CFM for canopy rental, limited availability)
 1. \$25 – Cart
 2. \$30 – Farmer space
 3. \$35 - 8’x8’ space
 4. \$40 - 10’x10’ space
3. **Late Payment**
 - All vendor fees must be paid in full prior to operating at the CFM each week, and any insufficient funds must be paid to the CFM prior to 1pm on each CFM day.
 - Vendors must notify CFM Management *in writing* of any change of mailing address or contact information. Vendors are responsible for any late payment fees which accrue due to a change of address not being communicated to CFM Management *in writing*.
 - Any rent that remains unpaid following 1pm of each CFM day will be itemized on an invoice payable upon receipt.
 - A late payment fee of \$10 will be applied to the vendor’s account on the following Tuesday at which time the vendor will receive a late fee notification. The \$10 late payment fee will recur every 7 days until full payment has been received.
 - All vendor fees, including late payment fees must be paid in full prior to returning to the CFM.
4. **Returned Check Policy**

Checks or ACH transactions returned for insufficient funds will be charged a \$25 fee. Vendors are not allowed to operate at the CFM until all fees have been paid in full and the violation must have been remedied prior to the vendor returning. The City of Charleston is not responsible for bank fees charged due to a redeposit of bounced checks.
5. **Unpaid Fees**

Vendors with an unpaid balance from the previous season will be ineligible to return to the CFM.

Cancellations & Refunds

1. Vendors who cancel by requesting permission to be absent in writing with 48 hour advance notice to CFM Management are eligible to receive a refund. Refunds will be applied to the following CFM for which the vendor operates.
2. Absent vendors who cancel their space without appropriate or timely notice or by not showing up are not eligible to receive a refund.
3. More than three absences may result in the loss of vending privileges and no refund will be due for prepaid fees.
4. Refunded fees will be less any advance discounts.
5. Space reservations will be held until 45 minutes prior to the opening of each CFM day. If a vendor arrives later than 45 minutes prior to the opening of a CFM day, CFM Management reserves the right to decide whether the vendor will be assigned an available space or instructed that they are not permitted to operate on that CFM day. In the event of a late arrival, there will be no provision of a refund, should the vendor not be able to operate.
6. If a vendor cancels the remainder of a particular season due to health, lack of business or other extraordinary reason, a refund may be issued according to the CFM's cancellation policy.
7. In the event of a market day being cancelled and/or closed early by CFM Management, vendors will be issued a refund of vendor fees if the market day is either canceled in full or closed within 2 hours of opening that particular market.

Grievance Procedures

1. Complaints by a vendor must be submitted in writing to CFM Management within one week of the time an incident occurs and must be submitted in a manner which is not disruptive to the CFM.
2. Vendors with concerns regarding other vendor compliance, CFM staff, safety, or policies must complete a Vendor Concern Form and Forms will be available at the CFM Information Booth during CFM hours of operation and in the current Vendor Manual.
3. CFM Management will review each Vendor Concern Form and the appropriate vendor will receive a notification with specific instructions for which actions must be taken and a written response must be submitted by the alleged vendor within two weeks of receiving a notification. Failure to respond within the allotted time frame will result in a determination that the vendor is in violation of misconduct and must pay all fines prior to operating at a following CFM. CFM Management reserves the right to suspend a participating party until the matter has been resolved. **Vendor Concern Form, (pg. 19)**
4. A vendor must appeal any decision made by CFM Management concerning the violation of these rules within 30 days of receiving a notification of a violation. An appeal must be submitted in writing to CFM Management providing the basis for the appeal. Any appeal of a decision by CFM Management will be adjudicated by the Market Advisory Committee.

Product Challenge

1. Product challenges must be made for misrepresentation of product by a vendor. Vendors shall submit a written Product Challenge Form when they believe another vendor is misrepresenting their product and must be submitted within one week of observing the misconduct. CFM Management reserves the right to suspend the sale of an alleged product being misrepresented until the matter has been fully resolved. CFM Vendor **Product Challenge Form**, (pg. 20).
2. A Product Challenge Form must be signed by the person submitting the Product Challenge and must be supported by physical and/or verbal evidence of the offense. The Product Challenge must be submitted within one week of when the violation was observed. Challenges alleging product misrepresentations on occasions outside of this timeframe will not be accepted.
3. Each Product Challenge must be accompanied with a \$50 filing fee, which must be in the form of a check or money order made payable to the City of Charleston. The filing fee is returned to the challenger if the claim is verified.
4. The vendor receiving a Product Challenge must submit a response in writing within 2 weeks of receiving a notification. Failure by the vendor to submit a response in writing with 2 weeks of receiving a notification will result in the vendor being prohibited from returning to operate at the CFM until the Product Challenge is resolved. Failure to respond within the allotted time frame will result in a determination that the challenge is valid.
5. CFM Management, if necessary, will conduct a site visit in a timely manner to make a determination on the Product Challenge. If CFM Management deems it necessary, others will be consulted to reach a decision.
6. Product Challenge Forms are available at the CFM Information Booth during CFM hours of operation and can also be found in the current Vendor Manual. Because of their sensitive nature, they must be returned directly to the CFM Manager or at the CFM office within one week of when the violation was observed.
7. If the vendor is found to be in violation, the vendor will be fined, suspended, and/or removed from the CFM at the discretion of CFM Management and/or other authorized City of Charleston personnel.
8. A vendor must appeal any decision made by CFM Management concerning the violation of these rules within 30 days of receiving a notification. An appeal must be submitted in writing to CFM Management providing the basis for the appeal. Any appeal of a decision by CFM Management will be adjudicated by the Market Advisory Committee.

Charleston Farmers Market Vendor Concern Form

75 Calhoun Street, Suite 3800
Charleston, SC 29401
(P) 843.724.7309 & (F) 843.720.3967
www.CharlestonFarmersMarket.com
FarmersMarket@charleston-sc.gov

CFM vendors with concerns about CFM operations, Vendor policies, or other vendor compliance with CFM Rules & Regulations must submit this Vendor Concern Form within one week of the CFM during which the concern of an alleged CFM violation arises. To the extent authorized by law, CFM Management will not disclose the concerned vendor's name to third parties.

Date Submitted: _____ Date of Incident: _____

Originator's Business Name: _____

Originator's Name: _____

Originator's Contact Information

Phone: _____ Email: _____

Vendor's Concern. Please use the current 2016 CFM Vendor Manual to reference the rule number or policy which best applies to your concern:

Date and approximate time at which alleged violation occurred:

Please state the specifics of the situation in question. Be sure to provide all evidence that supports your concern: (Use a separate sheet of paper if needed):

Signed _____

Date _____

For Market Use Only:	Notes:
Date Rec'd: _____	
By: _____	

Charleston Farmers Market

Vendor Product Challenge Form

75 Calhoun Street, Suite 3800
Charleston, SC 29401
(P) 843.724.7309 & (F) 843.720.3967
www.CharlestonFarmersMarket.com
FarmersMarket@charleston-sc.gov

Vendors must submit this form when they believe another vendor is misrepresenting his or her product. A \$50 filing fee must accompany this Product Challenge. This fee will be returned to the challenger(s) if the claim is verified. Please submit this form directly to CFM Management at the CFM or within one week of the CFM during which the alleged violation occurred. To the extent authorized by law, CFM Management will not disclose the vendor's name who submits a CFM Vendor Product Challenge Form to third parties.

Name of the alleged Vendor and/or Business Name: _____

Product(s): _____

Date & Approximate Time of Alleged Misconduct: _____

Please state the specifics of your observation. Provide all supporting evidence: _____

Product Challengers Contact Information:

Name: _____

Business Name: _____

Phone #: _____

Signed

Date

For Market Use Only:	Notes:
Date Rec'd: _____	
By: _____	
Fee Rec'd: _____	

FARMER & GROWER RULES & REGULATIONS

(IN ADDITION TO CFM RULES & REGULATIONS)

- The CFM is a producer-only market. Exceptions are noted during the non-harvest seasons outlined in the **CFM Rules & Regulations**; produce must originate within the SSAWG (Southern Sustainable Agriculture Working Group) designated states including; NC, SC, VA, GA, FL, AL, TN, WV, KY and MS. Produce grown outside of the SSAWG region is not allowed to be purchased and resold at the CFM at any time.
- Geographical boundaries for a vendor to be considered eligible to participate in the CFM are: East of I-95 to the Atlantic Ocean and within SC borders, with preference given to Farmer & Grower Vendors operating in Charleston, Colleton, Dorchester and Berkeley Counties.
- CFM Farmer & Grower Vendors must be involved in either full-time or part-time agriculture. A Farmer & Grower Vendor is one who grows produce from seed propagation, plugs or established tree crop orchards and harvests it for sale. Individuals who solely buy and resell agriculture produce are not considered eligible Farmer & Grower Vendors and are therefore excluded from participating in the CFM.
- The City of Charleston Office of Cultural Affairs, in cooperation with Clemson University Extension Services, will determine eligibility. Scheduled field site visits will be conducted for all participants and site inspection and document verification will be conducted throughout the season.
- Seafood vendors are included within the Farmer & Grower Vendor category. There is no resale of seafood; all seafood must be harvested by the Farmer & Grower Vendor holding a SC Commercial Boat License and sold by the fisherman or an immediate family member. Farmer & Grower Vendors selling seafood must comply with all rules and regulations enforced by SCDHEC, SCDA and DNR.
- Value-added products such as, but not limited to; jams, jellies, honey and sauces may be sold by a Farmer & Grower Vendor and must be approved in advance by CFM Management. All products must be produced by the eligible Farmer & Grower Vendor or an immediate family member and must be in accordance with all rules and regulations enforced by SCDHEC, SCDA and DNR.

***HARVEST PERIODS ARE SUBJECT TO CHANGE & WILL BE DETERMINED BY CFM MANAGEMENT. DATES TYPICALLY VARY DUE TO CROP AVAILABILITY.**

- **The 75/25 Percent Rule IS in effect during the two Lowcountry harvesting periods while a great variety of locally grown produce can be grown and harvested: May 1 - July 15 and Sept. 1 – Nov. 30.** During these designated times, 75% of all produce offered for sale at CFM must be grown on the vendor's farm and during the time the 75/25 Percent Rule is in effect, Farmer & Grower Vendors are permitted to purchase and resell a maximum of 25% Certified SC Grown produce that is not grown on the vendor's farm.
- **The 75/25 Percent Rule IS NOT in effect from April 1 - 30; July 16 - Aug. 31; Dec. 1 - 31.** During these designated times, produce sold at the CFM which is not grown on the vendor's farm must originate within the SSAWG region and must be labeled in accordance with all state and federal regulations. CFM Management reserves the right to question the origin of any produce being sold at the CFM and to make a decision on whether the Farmer & Grower Vendor is allowed to continue the sale of the product in question.
- Farmer & Grower Vendors must label all produce which has been purchased for resale with specific details of its origin. All labels must be clearly visible to the customer and the Farmer & Grower Vendor must be able to provide proof of origin to CFM Management upon request at any time.
- Products can only be labeled as organic if the farm operation has been designated as Certified Organic, and the current 2016 Certified Organic Certificate must be displayed in a conspicuous place at the vendor's booth during hours of operation. However, Farmers & Grower Vendors may label produce with descriptions such as; "Naturally Grown" or "Chemical Free" as long as the claims are not a misrepresentation of the products and/or methods used during the production process.

General Information

Information Booth

Location may vary. Information Booth is typically located near the corner of King and Tobacco Streets, near the entertainment stage. The Information Booth operates each CFM and has someone to answer questions during CFM hours of operation. The CFM Information Booth is intended to assist vendors and community members with specific questions.

Vendor Space

- A *vendor* is an owner/operator of a business entity approved to sell in Marion Square by the City of Charleston, only during CFM hours of operation.
- Selling space rented and assigned to vendors in increments of: cart, (8' x 8'), (10' x 10'), unless otherwise noted due to extenuating circumstances
- Vendors shall not sublet their space to other individuals and businesses. Prepaid fees are non-transferable to other CFM vendors. If a vendor sells his or her business, they must cease doing business at the CFM for the remainder of the season.

Restrooms

Public restrooms are located in the public parking garage on the west side of King Street with access from King Street (399 King Street).

Pet/Animal Policy

Vendors are not permitted to bring a pet/animal to the CFM; exception is made for those with a Certified Service Animal which is legally defined in the Americans with Disabilities Act, 2010.

We ask all vendors to review the pet policies to be aware in the event that a customer brings a pet to the CFM. If customers do choose to bring a pet, we ask them to abide by the following rules to make a pet's visit to the CFM an enjoyable and safe experience for all:

- Pets must be kept on a short leash and by the owner's side at all times
- Pets must be kept away from produce, plants and other food products
- Be considerate—not everyone loves animals and some people are allergic to them
- Pet owners must clean up all waste produced by their pet(s). Waste bags are located at designated locations throughout Marion Square
- CFM Management reserves the right to request that owners remove pets from the CFM

Vendor Roster Publication

CFM supports an open policy in regards to publishing a vendor roster. The roster is posted on the CFM website and individual names released upon inquiry by the press or potential customers or pursuant to SC Freedom of Information Act request. Vendors must inform CFM staff in the event they do not want specific information published. A vendor roster will not be shared or sold by the CFM to prospective markets or competitors for the purpose of soliciting vendors. Vendor information will be listed in various CFM materials such as, but not limited to, brochure and website; www.charlestonfarmersmarket.com.

Weather Related Cancellations

The CFM is open Rain or Shine. However, since the CFM is an outdoor venue, CFM Management reserves the right to close the CFM (with or without prior notification) if it is determined that severe weather conditions could compromise the safety of our participants. Please note the following information that might cause CFM Management to cancel the CFM;

- An “Extreme Weather Warning” is issued from NOAA’s (National Oceanic & Atmospheric Association) National Weather Service.
- If an “Extreme Weather Warning” is issued and a vendor decides to cancel, a 72 hour notice is unnecessary and the vendor will not be charged.
- Notice of CFM cancellations will be announced as soon as a decision has been finalized and will either be by phone and/or email.
- In the event of a market day being cancelled and/or closed early by CFM Management, vendors will be issued a refund of vendor fees if the market day is either canceled in full or closed within 2 hours of opening that particular market.

Community Booths

The City of Charleston is proud to offer space at the CFM as a resource to other community-based Not-for-Profit Organizations. No sales are permitted from community booths unless given prior approval by CFM Management. The current Not-for-Profit Application is available on the CFM website for those interested in participating.

Fields-to-Families & Master Gardener

The City of Charleston works with local social service agencies to establish the gleaning of food contributions at the end of each CFM. These agencies are a great resource for distributing your unsold product to the local community. Each organization has preprinted receipts to provide donors with a receipt for tax purposes. Some vendors take the extra step and put out a labeled box for customers to purchase product to contribute. Master Gardener is located at the corner of King and Tobacco Streets from 9am-Noon while Fields-to-Families is in the same location from Noon-2pm.

Musicians

Live music provides enjoyable, family-friendly entertainment, creates a festive atmosphere, and enhances the community’s experience. Tables and chairs are provided as market goers enjoy a break from shopping to sit and relax or to catch up with friends and neighbors. The current Performer Application is available on the CFM website for those interested in performing.

ATM

An independently owned, temporary ATM is located against the brick storage unit near the intersection of Calhoun and King Streets and only operates during CFM hours.

CFM Boundaries



Appendix I

What to Bring

Careful planning is essential to your success. Make a checklist! Examples of items to include:

- ✓ Stall structure: tables, table covering, racks, shelves
- ✓ First Aid Kit
- ✓ Display containers for your product
- ✓ Bags for products sold
- ✓ Cash box and bank (be ready to make change for \$20 bills!) *ATM on-site
- ✓ Licensed scale *Farmers
- ✓ Hand washing station *Food Vendors serving Potentially Hazardous Foods
- ✓ Miscellaneous display items; chalk, markers, pens, paper, scissors, tape, blank price tags.
- ✓ Check out items: pencils, pens, calculator, sales record/receipt book, notepad, bags, boxes, flats.
- ✓ Waste receptacle , broom, dust pan *Vendors are responsible for all trash generated from their booth
- ✓ Signs and extra photos of products and production process. Individual product names and prices alongside items—how the item is sold (by weight, piece, quantity)—highlight different varieties and product characteristics such as; sweet, spicy, bitter as well as storage or preparation tips.
- ✓ Signage extras: recipes, how-to guides, seasonality information, new item, product information and origin
- ✓ Information about your farm, CSA or studio , promotional materials, business cards
- ✓ Personal comfort items: weather gear, gloves, hats, rainwear.
- ✓ Your customer service personality—a **big smile is your best asset. Stand and greet those showing interest in your product and make eye contact when introducing yourself as the owner.**

Merchandising 101

Build Brand Loyalty. Create an identity for yourself. Make your business name and location clear to customers. Provide a description of your business including location, acres, history, crops, and growing/production methods. Try displaying this information on a poster and include pictures and have a flyer or business card to distribute to customers. Take advantage of the opportunity to educate shoppers about how things are produced as it will add value for each consumer.

Train employees! Business owners are responsible for all of their employees. Make sure they are knowledgeable of all products and business. Consistency in salespeople builds relationships with repeat customers.

Provide samples. Let your customers taste and feel the difference! Sampling can significantly increase sales. Ask customers if they have ever tried a specific item. Make sure you follow all guidelines for food safety detailed in Appendix II within this manual.

Supply recipes and information. Find recipes that are simple and contain a few ingredients that can be found at your stand or other parts of the Farmers Market.

Start an email list. Let your loyal customers sign up for a mailing list so you can inform them of special opportunities, and locations they can find you or your product.

Use your personality and expertise as a merchandising tool to build and strengthen your customer base.

Use social media to inform or remind your customers/followers of special product offerings.

Appendix II



Retail Food Establishment Regulation 61-25

Revised: July of 2014

Chapter 9 – Standards for Additional Retail Food Establishment Operations (Pages 183-187)

9-11 South Carolina Farmers Market & Seasonal Series

This standard shall apply to the service of food and the requirements of food vendors at SC farmers markets and seasonal series.

(A) Definitions

(1) Community-based farmers market means a market sponsored by a community or governmental organization either having been Certified by the South Carolina Department of Agriculture as a SC Certified Farmer’s Market or a farmers market that meets the definition of the Farmers Market Coalition which states “A farmers market operates multiple times per year and is organized for the purpose of facilitating personal connections that create mutual benefits for local farmers, shoppers and communities and implements rule or guidelines of operation that ensure that the farmers market consists principally of farms selling directly to the public products that the farms have produced.”

(2) Seasonal series means a regularly occurring event sponsored by a community or governmental organization for promoting local business, culture or other local specialties.

(B) General

(1) Retail food establishments at a seasonal series or community-based farmers market shall comply with all applicable sections of this regulation as outlined in this standard.

(2) The Department may prohibit the distribution of certain time/temperature control for safety foods, and may modify specific requirements for physical facilities when, in the opinion of the Department, no health hazard will result.

(3) Permitted retail food establishments may be authorized by the Department to cook and serve food to the public at community farmers markets and/or seasonal series only one (1) day per week during one continuous period of time not to exceed six (6) hours.

(4) Community-based farmers market and seasonal series shall designate one day of the week food vendors are allowed to operate.

(5) Roadside produce stands and flea markets are not defined as community based farmers markets or seasonal series, and this standard shall not apply to those locations.

(C) Employees

(1) Retail food establishment employees shall not contact exposed, ready-to-eat-food with their bare hands and shall use suitable utensils such as deli tissue, spatulas, tongs, single-use gloves, or dispensing utensils.

(2) Personal clothing and belongings shall be stored in a designated place away from food preparation, food service, dry storage areas, utensils and single-use article storage, and utensil washing areas.

(D) Food

- (1)** Preparation of bulk food, including washing, slicing, peeling, and cutting, shall occur at the permitted retail food establishment.
- (2)** All food items shall be protected from contamination during transportation, storage, cooking, display, and service.
- (3)** All food vendors shall prepare, hold and serve food according to all applicable sections of Chapter 3, Food.
- (4)** Time/temperature for safety foods that have been cooked or in hot holding at any point during the daily operating hours shall be discarded at the end of the day.
- (5)** Condiments shall be protected from contamination by being kept in dispensers that are designed to provide protection or offered in individual packages.
- (6)** Ice shall be obtained from an approved source, in closed single-service bags or approved covered containers and shall be protected from contamination.
- (7)** Ice used as a coolant for foods shall not be used for edible ice.
- (8)** Each retail food establishment shall have at least one temperature measuring device for checking temperatures of food that meets the following requirements:
 - (a)** Scaled 0 to 220 degrees F (-18 to 104 degrees C); and
 - (b)** Able to be calibrated; and
 - (c)** Appropriate for the food density being checked.

(E) Construction

- (1)** Food preparation areas shall be provided with overhead protection and have adequate barriers (e.g., tables or equipment) to prevent the access to the area by the public.
- (2)** Equipment and utensils shall arrive clean, ready to use, and in sufficient quantities to conduct the activity.
- (3)** Equipment and utensils shall only be cleaned at the permitted retail food establishment.
- (4)** Only single-service articles shall be provided for use by the consumer.

(F) Handwashing Sinks

- (1)** Exterior handwashing sinks shall be provided within twenty-five (25) feet of all retail food establishment food vendors and shall be centrally located and easily accessible.
- (2)** Hot and cold water or tempered running water 100 degrees F (38 degrees C) under pressure shall be provided to all handwashing sinks as specified in 5-202.12.
- (3)** If using a portable handwashing sink, it shall have a minimum five (5) gallon portable water dispensing tank and a minimum seven point five (7.5) gallon sewage holding tank.
- (4)** Gloves and/or hand sanitizers shall not be allowed as a substitute for handwashing facilities.

(G) Water System

- (1)** Drinking water hoses shall be made from food grade materials and shall be a different color from hoses used for sewage.
- (2)** Drinking water hoses shall be capped or covered when not in use and shall be stored separately from sewage hoses.
- (3)** When attached to a drinking water system the hose shall be equipped with an approved backflow prevention device.

(H) Sewage Retention

- (1)** Sewage that is not directly discharged into an approved sewage system shall be kept in closed containers adequate in number and capacity to prevent spillage and must be discharged into an approved sewage disposal system as often as needed.
- (2)** All sewage lines shall be connected to sewage tanks with watertight seals.
- (3)** Used cooking oil shall be disposed of in an approved manner.
- (4)** Adequate toilet facilities shall be provided.
- (5)** Adequate trash cans, as deemed necessary by the Department shall be provided to support the retail food establishment.

(I) Specific Exemptions

- (1)** Seasonal series or community-based farmers markets are exempt from the requirements for training certification in 2-102.20.
- (2)** Seasonal series or community-based farmers market that provide foods pursuant to 8-301.12(A),(11),(12),(19) and (20) are exempt from authorization based on the requirements of this standard.
- (3)** Mechanical ventilation of cooking equipment is not required.

(J) Authorization

- (1)** No retail food establishment, or mobile food unit may serve time/temperature control for safety foods at a seasonal series or community-based farmers market unless the sponsoring entity obtains authorization from the Department.
- (2)** The sponsoring entity of a seasonal series or community-based farmers market shall appoint an Event Coordinator as a point of contact.
- (3)** Any sponsoring entity that operates or proposes to operate a seasonal series or community-based farmers market where time/temperature control for safety foods will be served by retail food establishments shall apply for authorization from the Department. The following information shall be submitted:
 - (a)** The Event Coordinator name and contact information; and
 - (b)** The one day of the week and hours of operation for food service; and
 - (c)** A list of retail food establishments, with contact information, that will operate at the event.
- (4)** Each retail food establishment at a seasonal series or community-based farmers market shall be authorized by the Department prior to serving food to the public at the event.
- (5)** The Department may require a sponsoring entity or a retail food establishment to submit information sufficient to determine if the definition and requirements of this standard or regulation are met. This information may include, but is not limited to, information defining the community group, governmental organization, SC Certified Farmer's Market certification, association to Farmers Market Coalition, event schedule(s), hours of food vendor operations, vendor list and foods specific to those vendors, and vendor contact information.
- (6)** When the Department determines that a sponsoring entity or a retail food establishment has violated applicable provisions of this standard or regulation, the Department may issue a written notice directing any or all retail food establishment vendors to cease operations until the violations are corrected as determined by the Department.