



Vendor Handbook 2022

Eagle Haven Sunday Market
8243 Sims Rd
Sedro-Woolley, WA 98284

Revised Feb 24, 2022

Eagle Haven Sunday Market Code of Conduct Summary 2022

All EHSM Vendors, their representatives, and their families must follow the Code of Conduct while at the Market.

1. No political or religious campaigning are allowed.
2. Practice patience and understanding.
3. Demonstrate sensitivity to people of all ages, ethnicities and diversities.
4. Treat customers with courtesy, respect and honesty.
5. Assist other vendors whenever possible.
6. Treat Market staff, volunteers, and other vendors with respect and understanding.
7. Notify the Market Manager immediately of any unsafe conditions.
8. Resolve conflicts in an unobtrusive manner.
9. Rough, menacing, vulgar, profane or abusive language and sexual harassment will not be tolerated.
10. Practice safe behaviors at all times, including while driving on and off site, loading, and unloading.
11. No vendor may be under the influence of drugs or alcohol while participating at the Market.
12. No vendor may smoke in the Market area.
13. All products offered for sale must be safe, have a decent life expectancy and exhibit quality of construction.
14. All vendors will leave their spaces clean and free of debris. Vendors are responsible for disposing of their debris in the designated dumpsters.
15. Please only take photos of other vendor displays with permission only.

MARKET SITE POLICIES

All members of the EHSM will behave toward Market customers, members, staff, and volunteers in a professional manner which fosters a sense of Market community and camaraderie, a spirit of cooperative involvement, and which promotes the Market as a whole to the local community it serves.



MARKET MANAGEMENT

The EHSM management or their designated representative will be responsible for overseeing the Market. Management also has the authority to grant exceptions to Market policies on an individual basis for cause. Management will be onsite from the beginning of the set-up time until premises are cleared at the end of the day. All vendors **MUST** be completely packed up by 5pm.

CONDUCT

Discrimination – Management, market employees, and other persons selling at the market or participating in Market functions, whether dealing with customers of the market or with other market members, shall not discriminate against any individual in regard to selling of products, hiring, promotion, discipline, or other matters because of age, sex, race, creed, color, national origin, sexual orientation, or the presence of any physical, mental or sensory disability.

Harassment – Vendors and staff will be afforded a work environment free from harassment, threats and intimidation.

Sexual Harassment – Sexual harassment is a practice that violates federal equal employment opportunity laws, and violates the principles of the EHSM. It will not be tolerated under any circumstances. Violators of this policy shall be subject to disciplinary.

Foul Language – Foul language will not be tolerated at the EHSM.

Firearms/Fireworks – No firearms or fireworks permitted on the premises.

Amplified Vendor Music – No amplified music or paging systems are permitted **unless approved by Management.**

Smoking Policy – Smoking by vendors or customers is not allowed except in designated areas. **SMOKING IN PUBLIC RESTROOMS IS PROHIBITED BY LAW AND BY MARKET POLICY.**

Drug and Alcohol Policy – The possession or use of illegal drugs and/or personal alcohol on the Market site will not be tolerated. Vendors will be immediately and permanently expelled from the market if drug and alcohol laws are broken. Beverages sold at Eagle Haven Winery may be consumed indoors or outdoors on the premises. **Bringing in personal alcohol is strictly prohibited.**

Pets – Dogs **MUST** be leashed at all times, unless special permission has been arranged.

Political/Religious Activities – The Market is not a forum for political or religious activities. Permits will not be issued to persons or organizations wishing to campaign or proselytize.



SET-UP & SELLING

Set-Up – On market days, 9:30am until 11am is available for stall set-up. All vendors should check-in with the Market Manager upon arrival. During this period, vendors may enter the market area for the purpose of readying their stall space for that day's sales. Vendors are required to remain until closing. Vendors or a representative **MUST** be available for sales at their booth until closing. **VEHICLES SHALL NOT ENTER OR EXIT THE VENDOR SITE AFTER 11:00 AM, OR BEFORE 4:00 PM** on Market day. Exceptions to this policy must be approved in advance by the Management or designated person in charge.

Punctuality – All vendors with assigned stalls must be at their stall by 11am ready to begin selling, OR have made prior arrangements with the market manager, or designated person in charge. Reserved stalls shall be forfeited after 1:00pm.

Resellers- Reseller requests will be handled on a case by case basis. All resale items, with the exception of the concession stand items, must be made locally and/or free trade items.

Vendor Display Rules – Table displays and signs must allow clear visibility and access to adjoining stalls. Display and selling techniques must not impair other vendors' ability to sell. Exceptions may be approved by the Management, or designated person in charge.

Vendor Vehicles – Vendors may drive in designated vendor areas very carefully to unload and load only. Vendors are required to park in the general field parking area only. To alleviate traffic hazards and jam-ups, vendors are asked to unload their vehicles immediately without unpacking boxes or beginning to arrange displays until after the vehicle has been removed from the area. At the end of the selling day vendors will not enter the market with your vehicle until your products have been boxed and are ready to load, and no earlier than 4:00pm, unless approved by the management or designated person in charge.

Booths, Canopies and Tables – Booths, canopies, chairs and tables are the responsibility of the vendor. Spaces are 10x10ft wide. Canopies **MUST** fit within this space and be tied immediately with 25lbs of suspended weight at each of the 4 corners.

Health Practices – All vendors must adhere to Skagit County Health Department sanitary procedures with the proper permits. The vendor is responsible for obtaining the proper permits. Any vendor suspected of selling contaminated foodstuffs, selling without the proper permit, or selling in an unsanitary fashion will be asked to suspend sales until the Skagit County Health Department provides satisfactory clearance. All vendors must wear shirts and shoes. Sampling of food products must comply with Health Department rules.

Attendance & Cancellations – Market Day absences **without proper notice** are not acceptable. Contact Market Management or the designated person in charge, a minimum of 48-hours in advance if at all possible. **“No-Shows” will be charged a \$25 fee** for the day and could negatively affect a vendor's long-term relationship with EHSM. A vendor may split a booth with another vendor with approval from the Market Director.

Printed Material – No petitions, or other printed material will be distributed or displayed at the EHSM, other than those related to the products sold, without prior approval by the Market Management or designated person in charge.



Insurance – Each vendor is required to sign the “hold harmless agreement” for Eagle Haven Winery. Vendor liability insurance is recommended for each vendor, but not a requirement to participate.

Unified Business Identification (UBI) – EHSM Vendors are not required to have a business license in order to participate. Each vendor is responsible to track their sales according to Washington State Dept of Revenue laws and obtain a business license if necessary.

Stall Clean-Up – Each vendor is responsible for cleaning his/her stall area, including removing any garbage and boxes from the market site by 5pm. **If this is not done to the satisfaction of the Management after one initial warning, the vendor may be fined \$30 per occasion, and/or may be excluded from participation in the Market.**

Payments

Each vendor is responsible for any payment option they choose or electronic payment. WIFI is available.

Quality

The EHSM strives to provide a marketplace where fresh and quality products are sold. The Market Management, shall have the responsibility, in cooperation with regulatory agencies, for maintaining quality control as it relates to health and safety issues at the Market. Any vendor selling at the EHSM shall guarantee the quality of the products they offer. This shall apply to any food, craft, local resell item, plant, or any other item sold at the Market.

Labeling

All vendors are required to advertise truthfully and to respond to customer’s questions in a like manner.

Eastern Washington Produce resellers must display a sign indicating product coming from Eastern Washington.

Use of the word “organic” is restricted to those who have in fact, been so certified by the Department of Agriculture. Under State law, organic growers selling less than \$5000 annually are not required to be certified to label their product “organic”.

Signs – All vendors must have a sign at their Market site. The sign must have the Vendor/Business name.

Logo Use – Members wishing to use the Eagle Haven Sunday Market logo must request permission and describe how it will be used.

Pricing – Pricing of goods sold at the Market and any applicable taxes are the sole responsibility of the individual vendor. The advertising of discounted prices, to promote other non-Market locations is not permitted on the Market site.

Last hour uncontrolled price dropping (dumping) has the potential of destroying the price competitiveness of other vendors and is not a “sportsmanlike” market vibe that we support, but we do understand the desire to avoid waste of fresh product. Therefore we will allow no more than a 50% drop in price for unsold fresh product from 3pm until 4pm only. The Market Manager will supervise and enforce this rule.



Fees

Stall Fee-\$10 per Sunday during **May, June, Sept, Oct** and **\$20** per Sunday during **July and Aug.** An Eagle Haven staff member will collect the fee from each vendor at the end of the Market day. Cash is preferred.

No-Show Fee-\$25 (no matter what month it is)

VENDOR RULE VIOLATIONS

Market Management will determine if any vendor is failing to adhere to the policies set forth herein. The results of such failure could mean a verbal warning, at the very least, and expulsion from participating at the Market in extreme cases. The Market Manager has the authority and discretion to make this judgement call.

STALL ASSIGNMENTS

Stalls will be assigned with the best interest of the Market in mind with consideration taken to ensure the best possible market mix that benefits both our vendors and customer's experiences. Spaces will be assigned based upon considerations such as: seasonality of agricultural vendors, vendors who have prescheduled their days for the season, vendors with special needs, number of vendor selling days, and regularity of current season.

Farmers that have perishable products and that attract regular weekly customers, will be given priority in stall assignments. Artisans and quality, local resellers are an essential part of the Market and add variety and beauty to the Market experience, some seasonally assigned stalls will be reserved for these vendors as well.

The market management assigns stalls. The market management may adjust stall assignments as needed during the market season. The EHSM Management has final authority for deciding stall assignments and establishing priorities that are in the best interest of the farmers market as a whole.

Stall assignment is not guaranteed.

EAGLE HAVEN SUNDAY MARKET ORGANIZATION

The Eagle Haven Sunday Market Management shall supervise and direct the business and the affairs of the EHSM and shall make all rules and regulations not inconsistent with law or with the by-laws for the management of the business. All decisions and rulings of the Eagle Haven Sunday Market Management are final.



Vendor agreement statement

By signing below, Vendor agrees to defend, indemnify, keep and hold harmless Eagle Haven Winery, EHW Board of Directors, EHW Managers, and their agents and representatives from and against, any and all demands, claims, suits, damages, losses, liabilities, costs and expenses, including, but not limited to, court costs and attorneys' fees, of any nature whatsoever (including, but not limited to, property damage and loss, bodily injuries, sickness, disease or loss of life), directly or indirectly arising out of or in connection with Vendor's participation in the Eagle Haven Sunday Market or the Eagle Haven Honor Market. This provision shall survive the termination of this Agreement, whether for injuries to persons, loss of life, or damage to property, on or off the premises, arising out of the use or occupancy of the premises by Vendor.

Eagle Haven Sunday Market/Honor Market 2022 **Vendor Agreement**

I certify that I have read and understand the terms and conditions and that I meet the Vendor criteria stated within this handbook. I further agree to abide by all Sunday Market and Honor Market requirements as outline in this handbook, as well as all federal, state, and local laws, codes, and regulations, to cooperate with the Sunday Market and Honor Market.

Business Name _____

Vendor Name (printed) _____

Vendor Address _____

Vendor Signature _____ Date _____

Submit this signed agreement (page 6 only) to the Market Manager



