



## Rules of Operation

*(Developed by the Marion County Extension Service and modified by Circle Square Commons Farmer's Market)*

**The market location is at The Town Square at Circle Square Commons  
8405 SW 80<sup>th</sup> Street, Ocala, Florida, every Thursday**

The mission of the Circle Square Commons Farmer's Market is to provide healthy, fresh, local or Florida-grown produce and other assorted local value-added food and non-food products to the residents of and visitors to the community. By doing this, we strive to bridge the gap between the consumer and the farmer.

This market seeks to educate consumers on the social, economical and environmental benefits of buying quality locally grown food while also contributing to the health of our residents. Agriculture producers will find a supportive direct-marketing outlet for the sale of their goods with hopes to create and/or enhance the economic strength of farmers. Furthermore, this market enhances the quality of life in the Ocala area by providing a community activity, which generates local pride and opportunity for social gathering.

**1. Market location:** The Town Square at Circle Square Commons, 8405 SW 80<sup>th</sup> Street, Ocala, FL

**2. Hours of Operation:** The market shall open every Thursday (except for holidays and inclement weather). For June through October, hours are from 5:00 p.m. to 8:00 p.m. For November through May, hours are from 4:00 p.m. to 7:00 p.m. Set-up starts one (1) hour before opening time. All vendors must remain set up until market closing, even if they have sold out of products. Vendors must vacate within one (1) hour after closing.

**3. Vendor Eligibility:** In order to sell at the Circle Square Commons Farmer's Market,

- All vendors must obtain membership with the Circle Square Commons Farmer's Market by adhering to all rules set forth within this document.
- A Grower/Producer:
  - Is defined as the actual grower and owner of the crop. The agriculture product has been raised or prepared by the grower/producer, members of the family or employees. The producer must be the person responsible for all operations relating to production of that product including: furnishing the land (outright ownership or lease or rental agreement), financing, furnishing the equipment (owned, leased or custom harvested), seed bed preparation, fertilization, planting, cultivation, irrigation, pest control, harvest, etc.

- Produce Farmer - One who produces fresh fruits, nuts, honey, berries, herbs, plants, cut flowers, mushrooms and vegetables from seeds, transplants or cuttings.
  - Nurseryman or Plant Producer - One who produces plants from seeds, transplants, bare roots or cuttings or other plant material.
  - Value-Added Producer - One who produces, but not limited to, jams/jellies, baked items, molasses, gourds, boiled peanuts, dried herbs, dried flowers, wreaths, and/or any processed food item (cut collards, shelled peas).
  - Crafter - One who produces handmade items.
- Must be a Florida resident with a valid grower's permit issued by the County Extension Office where they farm.
- Be in compliance with outside requirements for the appropriate crop - i.e. DPI Inspection Certificate, Organic Certificate, Florida Bee Inspection Certificate, etc.
- A Reseller is defined as:
  - One who purchases primarily Florida-grown crops for resale and may supplement with like high-quality produce from neighboring states such as Georgia to meet demand.
  - One who acts as a distributor for plants, honey and other processed goods.
    - Resellers must have applicable licenses.
    - To ensure quality products, the Market Coordinator will determine suitability of proposed vendors. If quality falls below expectations, a decision will be made with regard to retaining the vendor according to section 8. Enforcement of Rules, below.

#### **4. Product Eligibility:**

It is the intent of the Market Coordinator that the Circle Square Commons Farmer's Market be a market for sale of food, either raw or processed, and fiber items, and that it not take on the air of a flea market, offering items that are not related to production agriculture or some facet thereof.

- Growers must grow 100% of the product they sell at market with exception if the grower is not able to meet market demand, the Market Coordinator may change this percentage to meet the demands of the market in a given year.
- Any products not produced by a grower to meet market demand must be grown in Florida or Georgia with proof of purchase.
- Any product not raised or produced by the vendor must be labeled and displayed accordingly.

- All plants for sale that fall under the categories listed in Florida Statutes, Chapter 581 are required to be registered annually with and inspected by the Florida Division of Plant Industry.
- All honey for sale must come from bees that are registered with and inspected by the Department of Agriculture and Consumer Services as required by Florida Statute, Chapter 586.
- Craft-like by-products or crafts may be sold on a case-by-case basis. No manufactured items may be sold.
- Scales used to weigh produce must meet the standards of the Florida Department of Agriculture and Consumer Services. Only Class 3 scales may be used. No scale labeled "Not for Use in Trade" will be permitted.
- No backyard eggs permitted unless the eggs come from a licensed packer.
- All processed foods must be processed in a certified kitchen or by a certified licensee.
- Any value-added product must be labeled according to Florida Dept. of Agriculture and Consumer Services Regulations.
- Other items may be allowed for sale only with authorization of the Market Coordinator.

#### **5. Fee Schedule:**

- The weekly space rental fee is \$10.00, which will be collected before the market opens each week.

#### **6. Vendor Space:**

- Vendors must limit their exhibit to the 10'x10' area provided plus vehicle or trailer. All sales must take place within the assigned space unless the Market Coordinator makes other arrangements for that particular day.
- Vendors will be supplied with tables, chair(s) and umbrellas according to availability.
- Product is to be displayed neatly within the allowable space.
- Growers shall make signs showing their prices clearly displayed to customers.
- All signs must remain within the limits of the specified selling space and not interfere with the view of other growers' displays.
- Vendor location is on a first come, first served basis. Vendors may receive the same space each week when they pay one month in advance. No refunds in the event that weather causes the cancellation of the market.
- All vendors must be set up and ready to sell their product when the market opens.

## **7. Market Conduct:**

- Use, sale, or possession of alcoholic beverages and/or drugs is prohibited.
- No solicitation will be permitted. Distribution of religious or political materials is prohibited.
- Verbal harassment, use of profanity, or physical intimidation will not be tolerated. Repeated incidents will be grounds for dismissal from the market.
- Members must respect the space and property of other vendors.
- Children are prohibited from roughhousing and running within the market area.
- Each seller is required to clean up the selling space used. All waste and unsold products must be removed from the site when the seller leaves. Spills are to be cleaned up immediately. Market tables, umbrellas, chairs, etc. are to be left in clean working order.
- Sellers are expected to vacate their space within 1 hour of closing of the market.
- Sellers are responsible for their own personal liability and product liability insurance.
- Individuals selling taxable items are responsible for collection and filing their own state sales tax.

## **8. Enforcement of Rules:**

- The Market Coordinator is responsible for enforcement of rules.

## **9. Market Coordinator:**

- The Market Coordinator is an On Top of the World employee.
- Responsibilities will include: overseeing vendor recruitment and management, developing various marketing strategies and material, event coordination, day to day operations (handle any disputes and violations, inspect vendor space after closing, maintain order and any other related duties to operate an efficient market in the best interest of Circle Square Commons, producers and general public).



**Application**

Complete the application below and return to:

**Circle Square Commons Farmer's Market**

**8395 SW 80<sup>th</sup> Street, Ocala FL 34481**

**Attention:**

**Gary Pierre (352- 427- 3982) [Gary Pierre@otowfl.com](mailto:Gary.Pierre@otowfl.com) or**

**Antonio Crews (352- 266- 5571) [Antonio Crews@otowfl.com](mailto:Antonio.Crews@otowfl.com)**

**All applicable certificates/licenses and a grower's permit must accompany this application.**

Farm/Business Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name(s) of Additional Seller(s): \_\_\_\_\_

Farm/Physical Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Home Phone/Cell Phone: \_\_\_\_\_

E-mail/Website: \_\_\_\_\_

Product(s) to be Sold: \_\_\_\_\_

Are your items:  Organic  Certified Organic  Neither  Resale

Are you selling processed food items?  Yes  No

Please check all months you plan on attending the market:

January  May  September

February  June  October

March  July  November

April  August  December

Payment:  I will pay weekly  I will pay one month in advance

For producers – “I certify that the products listed above are grown by me, my family, or an employee.”

Signature \_\_\_\_\_ Date \_\_\_\_\_



## **Membership Agreement**

Contract Term: \_\_\_\_\_

Name of Producer or Farm: \_\_\_\_\_

I (we) certify agreement with the following statements:

1. I have read the rules of the Circle Square Commons Farmer's Market and agree to abide by those rules.
2. I am aware of the agricultural products that can be sold at the Circle Square Farmer's Market.
3. I agree to allow my agricultural operation to be inspected at least annually and will submit to additional inspections as necessary.
4. I fully accept all liability on products that I sell or offer for sale at the Circle Square Commons Farmer's Market.
5. I am aware that breaking an eligible products rule, a selling rule, or a general market conduct rule (respect for customers, the Market Coordinator, other growers, and the laws of the local, state and federal governments) will subject me to sanctions that mandate banning me from selling at the market for a prescribed interval.
6. I understand that the Market Coordinator or his/her Management Team of the Circle Square Commons Farmer's Market at On Top of the World will not change or institute rules on product eligibility, hours of operation or grower eligibility during the term of their contract unless there is a clear and compelling reason to do so.

By my signature on this date, I attest to the above agreement with the Circle Square Commons Farmer's Market.

Signature \_\_\_\_\_ Date \_\_\_\_\_