



LLC

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OAHU FARMERS' MARKETS HANDBOOK
REVISED MAY 2015

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FARMERS' MARKET HANDBOOK

I. Introduction to Hawaii Farm Bureau Federation and HFBB LLC Farmers' Markets

The Hawaii Farm Bureau Federation was founded in 1948 and is the State's largest non-profit general agriculture organization representing approximately 2,000 farm and ranch family members statewide. The Hawaii Farm Bureau Federation (HFBB) mission is to serve as Hawaii's voice of agriculture to protect, advocate and advance the interests of our diverse agricultural community.

HFBB LLC, a wholly owned subsidiary of HFBB, is the owner-operator of farmers' markets on Oahu, which distinguish themselves from other farmers' markets by their emphasis and assurance to consumers that produce goods are Hawaii grown and that value-added products and foods use as many local ingredients as possible. HFBB LLC Farmers' Markets support the general operations of HFBB.

The principal goal of the Farmers' Markets is to support agriculture in Hawaii by providing a venue for farmers to sell Hawaii grown and produced products.

HFBB LLC Farmers' Markets strive:

- To give growers and producers of Hawaii agricultural commodities and other farm-related products alternative marketing opportunities;
- To promote the sale of Hawaii grown farm products;
- To improve the variety, freshness, taste, and nutritional value of produce available in the local area;
- To provide an educational forum for consumers to learn the uses and benefits of locally grown and produced products;
- To enhance the quality of life in Hawaii by providing a community activity which fosters social gathering and interaction; and
- To preserve Hawaii's unique agricultural heritage.

II. Definitions

- **Hawaii Farm Bureau Federation LLC** or HFBB LLC refers to the owner-operator of the Farmers' Markets on Oahu, or its agents and representatives, such as the Market Manager or HFBB LLC staff.
- **Market Manager** refers to the on-site HFBB LLC representative at the Farmers' Market
- **Farmers' Market(s) or Market(s)** refers to HFBB LLC Farmers' Markets on Oahu.
- **Vendor** refers to the business operator and responsible party for the Farmers' Market booth rental.

III. HFBF LLC Farmers' Market Policies

FARMERS' MARKET POLICIES

- A Vendor in the Farmers' Markets shall support the mission and programs of HFBF and not act in a manner that is injurious to such goals and purposes and the best interest of HFBF or HFBF LLC.
- Absolutely no produce or plants grown out of state shall be allowed for sale.
- A Vendor who sells products from other farmers should have documentation (invoice, bill of sale) that these items were bought from another Hawaii farmer. The Vendor should also be familiar with the name, location, farm practices and other information pertinent to the farmers they represent. Proof of Hawaii origin should be available to HFBF LLC upon request.
- Farmers, the actual growers, shall always be given preference over other Vendors in the Market. This preference shall apply to participation as well as positioning in the Markets.
- A Vendor providing prepared foods in the Farmers' Markets shall, whenever possible, use locally grown products, such as, eggs, meats, fruits, juices and vegetables, in menus. Menu boards or displays shall identify local sources.
- When space at the Market is at a premium, priority shall always be given to farmers.

IV. HFBF LLC Farmers' Market Rules and Regulations

The purpose of these rules is to govern and provide for the orderly operation, administration and management of the Farmers' Markets. It is not intended to burden participants, but to ensure the smooth, fair and efficient operation of the Markets. HFBF LLC and designated agents shall implement and enforce all rules and regulations pertaining to the operation of any Farmers' Market in a fair and equitable manner.

A. HFBF LLC MARKET LOCATIONS

There are currently five HFBF LLC Markets in operation on Oahu, and additional Markets may be added:

- **The KCC Farmers' Market**, Saturdays, 7:30 -11:00 a.m. at Parking Lot C, and Tuesdays, 4:00 - 7:00 pm in the grassy area near the bus stop fronting Diamond Head Road, Kapiolani Community College, 4303 Diamond Head Road. This Market is co-sponsored by the Culinary Institute of the Pacific at Kapiolani Community College.
- **The Mililani Farmers' Market**, Sundays, 8 a.m. – 11 a.m. at the Mililani High School Gym Parking Lot, 95-1200 Meheula Parkway. This Market is co-sponsored by Mililani High School.
- **The Honolulu Farmers' Market**, Wednesday, 4 – 7 p.m. at the Neal Blaisdell Center, 777 Ward Ave., Concert Hall lawn. This Market is co-sponsored by the City and County of Honolulu.
- **The Kailua Farmers' Market**, Thursdays, 5:00 - 7:30 p.m. at the Kailua Town Center Parking Garage, 609 Kailua Road. This Market is co-sponsored by Kaneohe Ranch Company Ltd.
- **The Haleiwa Farmers' Market**, Sundays, 10:30 – 2:00 p.m. Behind the North Shore Market Place on Cane Haul Road. This Market is co-sponsored by Backyard Hawaii LLC.

B. VENDOR APPLICATION AND SELECTION PROCESS

All persons intending to sell in the Farmers' Markets must, prior to participation in the Markets, file an application with HFBF LLC that verifies that they are the actual grower or producer, or shows bills from local farmers/growers of the specific items which they intend to sell in the Market. All Vendors shall allow HFBF LLC to inspect their production facilities at any time, with or without notice, so as to maintain the integrity of the Farmers' Markets as a locally grown or produced product venue.

1. **Vendor Application and Selection Process:**

- a. Review the Farmers' Market Handbook for compliance requirements
- b. Complete and submit a Vendor application and waiver form to HFBBF LLC's office at P.O. Box 253 Kunia, Hawaii 96759
- c. Vendor applications shall be reviewed by HFBBF LLC.
 - i. All existing Vendors shall be required to reapply annually, and preference shall be given to Vendors who are HFBBF paid members in good standing and who are current on all Market payments.
 - ii. New and potential Vendors must be an HFBBF member in good standing upon acceptance. All Vendors must be paid regular members. Membership fees are renewed each September for membership Sept. 1 – Aug. 31 of the following year. Current membership fee is \$90 plus applicable county dues. A membership application can be picked up at the Market, HFBBF office or online from HFBBF website www.hfbf.org.
 - iii. Vendor applications are reviewed to determine Vendor status: a grower, value-added provider or food vendor.
 - iv. Vendor applications are evaluated based on the type of product(s) proposed for selling.
 - v. Competitive Vendors shall be allowed into the Market at the discretion of HFBBF LLC and on a space available basis.
 - vi. New Vendors shall be contacted and asked to participate based on availability of space and evaluation of their application based on the above mentioned criteria.

2. **Documents Required:**

All Vendors must have the following documents on file with HFBBF LLC at least 15 business days prior to attendance at the Market:

- Copy of HFBBF current paid active membership card
- Copy of State general excise tax license
- Copy of signed application form
- Signed waiver releasing HFBBF LLC of any liability (form provided)
- KCC Farmers' Market fresh produce farmer Vendors shall submit a copy of their current food safety certification.
- Copy of business liability insurance policy naming the following as additional insured according to Market participation:

ADDITIONAL INSURED

For KCC Market:

HFBBF LLC, organizer of the event
P.O. Box 253
Kunia, Hawaii 96759

University of Hawaii/Kapiolani Community College
4303 Diamond Head Road
Honolulu, HI 96816

For Mililani Market:

HFBBF LLC, organizer of the event
P.O. Box 253
Kunia, Hawaii 96759

Mililani High School
95-1200 Meheula Parkway
Mililani, HI 96789

For Honolulu Market:

HFBF LLC, organizer of the event
P.O. Box 253
Kunia, Hawaii 96759

City and County of Honolulu
Department of Enterprise Services
Neal S. Blaisdell Center
777 Ward Avenue
Honolulu, HI 96814

Diamond Parking
439 Kamani St.
Honolulu, HI 96813

For Kailua Market:

HFBF LLC, organizer of the event
P.O. Box 253
Kunia, HI 96759

ABP Windward LLC, Land Owner
151 Hekili Street, Suite 230
Kailua, HI 96734

Collier International Real Estate Management Service Inc, Manager
151 Hekili Street, Suite 230
Kailua, HI 96734

For Haleiwa Market:

HFBF LLC, organizer of the event
P.O. Box 253
Kunia, Hawaii 96759

Backyard Haleiwa LLC, Lessor
4391 Kahala Ave.
Honolulu, Hawaii 96816

Basin Projects Inc., Property Owner
419 South Street, Suite 174
Honolulu, Hawaii 96813

C. ITEMS FOR SALE AT THE FARMERS' MARKETS

- Absolutely no produce or plants grown out of state shall be allowed for sale.
- Produce, plants, value-added products and food sold at the Markets shall be identified on the application and approved by HFBF LLC prior to sales in the Market. Any new produce, plants, value-added products and food sold at the Markets shall be submitted as an addendum to the application and must be approved by HFBF LLC prior to sales in the Market.
- A Vendor may sell items with their company logo (t-shirts, aprons, caps, etc.) with prior approval as long as these are not the primary items for sale in a vendor's booth. All other non-edible products are not allowed in the Market for sale.
- All beverages sold need to be bottled or produced in Hawaii. This applies to soft drinks, bottled water, tea, coffee and other items sold in the Market.

- Alcoholic beverages are not permitted at the Market.
- All ready to eat, processed and value-added food products must be made in Hawaii in a certified commercial kitchen permitted under the Hawaii Department of Health, Title 11, Administrative Rules, Chapter 12, Food Establishment Sanitation
- Food items must be produced and sold according to the applicable state and federal government regulations and in accordance with “prepared food regulations.”
- All produce must meet grade standards including labeling as required by law. Any items not meeting requirements for sale are subject to removal. Such removal is considered a violation of Market rules and is subject to disciplinary action.

D. VENDOR BOOTH REQUIREMENTS

1. **Booth Dimensions:**

Booth dimensions are as follows:

a. KCC, Kailua, Honolulu, and Haleiwa Markets

A regular “booth” or “space” is defined as one parking stall, 8.5’ x 14’. In the case of tents that have a width of 10’ and exceed the width of the parking stall, it is expected that neighboring Vendors are tolerant, flexible and accommodating whenever possible. HFBB LLC shall make allowances for one-stall Vendors using a 10’x10’ tent. However, any Vendor with larger space requirements shall be required to pay for more space.

While HFBB LLC may make allowances for Vendor use of a 10’x10’ tent in a single rented stall, HFBB LLC shall not make those allowances for more than one rented stall (e.g. 2 rented stalls shall not accommodate 2-10’x10’ tents, 3 rented stalls shall not accommodate 3-10’x10’ tents). Additionally, single-stalls with 10’x10’ tents should expect to be touching your neighbor. At no time should any Vendor have to give up paid space to accommodate another.

b. Mililani

A regular “booth” or “space” is defined as one 10’x10’ tent.

2. **Vendor Requirements for Booth Use:**

- Stall dimensions must be adhered to at all times, with no signage allowed outside of the booth footprint.
- Selling can only be done in designated areas.
- Stalls may be shared with the approval of HFBB LLC and proof of appropriate permits, licenses and product approval.
- Vendors sharing a booth must provide signage for consumers that identifies each Vendor and contact information
- Vendors may not sublet stall space to others.
- Vehicles parked behind their booths shall only be allowed to do so if they can fit within the allotted space and must be parked parallel to the curb in the rear of the stall.
- If a Vendor relinquishes ownership of their business to another owner, the new owner must apply for admission as a new Vendor to the Market. (See Page 2. B. Vendor Application and Selection Process)
- All Vendors are required to clean up their stall following the close of the Market. Failure to do so shall result in a fine (equal to the amount of a professional cleaner), and a written infraction and/or loss of future Vendor opportunities.

- Overnight parking is prohibited.

All Vendors must provide emergency contact names and phone numbers to HFBB LLC and this information should be updated when necessary.

3. **Vendor Requirements for Booth Use:**

Vendor booths are assigned by HFBB LLC and determined by the type of products being sold. A regular Vendor is generally assigned the same space each week; however, this is subject to change at the discretion of HFBB LLC.

4. **Fees for Booth Rental:**

Vendor fees are determined by classification in one of three categories based on the type of products sold and the producer of those products. HFBB LLC shall determine the classification of Vendors.

Tier 1: Farmers selling farm produce only. These farmers must represent the farm where produce are grown and can only sell Hawaii grown farm produce. Other locally grown produce may be sold and farm sources must be submitted to HFBB LLC. Names of farm sources must be displayed in the booth. Vendors cannot sell any value-added food products.

Tier 2: Farmers selling farm products and/or value-added products. These farmers must represent the farm where the products are grown and can sell Hawaii grown products and value-added products from other local sources. Value-added products include prepared food. Farm sources must be submitted to HFBB LLC. Names of farm sources must be displayed in the booth.

Tier 3: All non-farmers at the Market shall be classified in this group. Non-farmer Vendors are those who sell approved, prepared food or value-added farm products using locally grown ingredients whenever possible. Names of farm sources must be displayed in the booth.

Weekly fees are as follows:

Weekly Fees	KCC Market	Kailua Honolulu Haleiwa Markets	Mililani Market	
1 Regular space (8.5'x14')	\$40 (Tier 1) \$60 (Tier 2) \$80 (Tier 3)	\$30 (Tier 1) \$35 (Tier 2) \$40 (Tier 3)	\$35 (all tiers)	10'x10' tent
2 Regular spaces (17'x14')	\$80 (Tier 1) \$120 (Tier 2) \$160 (Tier 3)	\$60 (Tier 1) \$70 (Tier 2) \$80 (Tier 3)	\$55 (all tiers)	Any space larger than 10'x10'
3 Regular spaces (25.5'x14')	\$120 (Tier 1) \$180 (Tier 2) \$240 (Tier 3)	\$90 (Tier 1) \$105 (Tier 2) \$120 (Tier 3)		

5. **Payment for Booth Rental:**

- New Vendors accepted into the Market must pre-pay the first month's fee before the first day of business at the Markets.
- Monthly prepayments are required. Payments must be made by the first of day of each month. Payment of the fee secures Vendor's space at the Market.
- Failure to pay by the 25th of the month shall result in forfeiture of Vendor's assigned space, and may result in forfeiture of Vendor's participation in the Market.

- Only checks, money orders, cashier's checks or credit card payments are acceptable for Vendor fees. Checks should be made payable to the Hawaii Farm Bureau Federation LLC and mailed to or dropped off at HFBF LLC's office, located at P.O. Box 253, 92-1770 Kunia Road, Kunia, Hawaii 96759. All returned checks shall be assessed a fee of \$25.
- HFBF LLC is responsible for the invoicing and collection of fees. HFBF LLC has the right to terminate or cancel a Vendor's Farmers' Market application/agreement if Vendor fails to pay HFBF LLC. Past due accounts may be sent to a collection agency.

E. VENDOR SET UP REQUIREMENTS AND BOOTH MANAGEMENT

Failure to comply with all set up and booth management requirements may result in a suspension of Vendor's privilege to sell at the Market.

1. **Start Time:**

Setup begins 1.5 hours before the opening of the Market (5:30 a.m. at KCC Saturday, 2:30 p.m. at KCC Tuesday, 6:30 a.m. at Mililani, 2:30 p.m. at Blaisdell, Haleiwa 6:30 a.m. and 3:30 p.m. at Kailua). All vehicles need to be out of the Market at least 30 minutes before start of the Market. A horn blast shall signal the start of the Market and all Vendors are asked to observe the starting time.

2. **Set Up and Traffic Management:**

A Vendor may leave a vehicle parked parallel to the curb within the Vendor's assigned space or Vendor may unload and park the vehicle in the assigned parking area, as directed by HFBF LLC. All vehicles must be out of the Market area 30 minutes before Market opening. No vehicles are allowed in the Market area 30 minutes before Market opening. If Vendor arrives later than this, Vendor must carry items into the Market to set up. Vendors who leave the Market earlier under special circumstances cannot bring their vehicle into the Market area. A Vendor also may not stay longer than one hour following the close of a Market.

3. **Equipment and Fire Extinguishers:**

Vendors must provide their own tables, tents and equipment necessary for their individual businesses. Tents should fit within the space allotted (subject to permitted overhangs as previously described in booth space section) and must be set up with appropriate weights on each post to keep tents stable in the wind. Vendors serving food shall be responsible for their own equipment as well.

At minimum, each Vendor shall provide one fire extinguisher with a minimum rating of 2A-10B: C in the booth. Whenever deep-fry cooking and/or grease laden vapors are produced, the Vendor shall have a fire extinguisher with a minimum of 40B: C or Class K as required by the Honolulu Fire Department.

4. **Scales:**

Purchases based on produce weight must be weighed on a certified scale. Vendors using scales must have them calibrated and registered with the State Department of Agriculture. Appropriate documentation should be with the Vendor on site at the Market and available upon request by HFBF LLC.

5. **Signage:**

All Vendors must have signage identifying their farm or business prominently displayed and including contact phone numbers. Signs for products and prices should be legible and clearly displayed. All signage other than the name of business and pricing information must be approved by HFBF LLC.

6. **Pricing:**

Pricing of goods sold at the Market is solely the responsibility of the individual Vendor.

7. **Cash Transactions:**

Vendors with more than 10 cash transactions per day are required by the Department of Taxation to have a documented record system and must offer a receipt or other record of the transaction. From time to time, the Hawaii State Department of Taxation may approach Vendors at the Market for verification of receipts for cash transactions or the Vendor's documented record system.

8. Vendor Payment of Taxes:

All Vendors must report all income received to the appropriate taxation authorities and pay all applicable taxes, including but not limited to general excise, state and federal income taxes, municipal taxes, etc. Vendor further represents and warrants it shall indemnify and hold harmless HFBF LLC for any failure to pay any applicable taxes. Vendors must be in compliance with all Hawaii State, County, and Federal tax laws. Any tax violations may lead to cancellation of Vendor participation at the Market. Upon remedy of the violation, the Vendor may be considered for return to the Market upon availability of booth space.

9. Removal of Trash:

Vendors are responsible for maintaining cleanliness in their booth and immediate surrounding area. Vendor shall provide a small trash can for refuse when samples are provided. Each Vendor is responsible for their own trash and must take their trash home with them instead of filling the Market trash cans and dumpsters, according to the Market's agreement with the landlords.

10. Removal of Cooking Oil:

Vendors must take discarded oil with them. No oil of any kind can get on the ground, sidewalk, or other areas in the Market locations. All Food Vendors must use a ground covering under any cooking. Any violators shall be responsible for costs incurred for cleaning by HFBF LLC.

F. PREPARED AND PROCESSED FOOD VENDOR REQUIREMENTS

In addition to the business documents listed above, Vendors cooking and serving food, including farmers who are sampling their products to customers, must adhere to all State of Hawaii Department of Health (DOH) Title 11, Hawaii Administrative Rules, Chapter 12, Food Establishment Sanitation regulations and must prepare their foods in a certified commercial kitchen. Food Vendors must also have the following:

1. Temporary Food Establishment Permit:

Temporary Food Establishment Permit obtained from the Sanitation Branch of the DOH, per the Department of Health (DOH) Title 11, Hawaii Administrative Rules, Chapter 12, Food Establishment Sanitation. Vendors are responsible for maintaining a current permit for each market of participation. A copy of the current permit must be submitted to HFBF LLC. Vendors shall be prohibited from participating if the sanitation permit is not issued or current. Please have a copy of your permit or waiver with you at the Market, as periodic inspections by the DOH Sanitation Branch will ask to see permit.

2. Hand Washing Stations:

Food Vendors are required to have their own hand washing stations within their booth pursuant to Department of Health (DOH) Title 11, Hawaii Administrative Rules, Chapter 12-66, Food Establishment Sanitation. It could be as simple as a cooler with a hands free spigot, receptacle for catching water, paper towels and antibacterial soap.

3. Fire Extinguishers:

Food Vendors cooking on premise must have a fire extinguisher with them. Whenever deep-fry cooking and/or grease laden vapors are produced, the Vendor shall have a fire extinguisher with a minimum of 40B: C or Class K as required by the Honolulu Fire Department

4. Grills and Cooking Equipment:

Food Vendors may use propane fired grills and cooking equipment and follow standard safety practices as required by the Honolulu Fire Department. Charcoal grills are not allowed. At minimum, each Vendor shall provide one fire extinguisher with a minimum rating of 2A-10B: C in the booth. Whenever deep-fry cooking and/or grease laden vapors are produced, the Vendor shall have a fire extinguisher with a minimum of 40B: C or Class K as required by the Honolulu Fire Department.

5. Centers for Disease Control Recommendations:

The Centers for Disease Control and the Food and Drug Administration strongly recommend three barriers when handling ready-to-eat foods: (i) ensuring that no food handlers are ill, (ii) promoting effective hand washing by food handlers, and (iii) avoiding bare hand contact with ready-to-eat foods.

6. Violations to Department of Health Requirements:

Any Department of Health violations may lead to cancellation of Vendor participation at the Markets. Upon remedy of the violation, the Vendor may be considered for return to Market upon availability of space.

G. FRESH FOOD SAFETY CERTIFICATION FOR KCC FARMERS' MARKET

Vendors selling fresh agricultural products should adhere to good agricultural and food safety practices. These practices are intended to protect consumers. It is in the Vendor's best interest, as well as in the interest of the Market, that all Vendors follow accepted food safety standards. In addition, HFBB LLC shall make available training, coaching and when possible, supplies to pass food safety certification. Applicable KCC Farmers' Market Vendors shall be food safety certified and must submit a current food safety certification to HFBB LLC.

H. ATTENDANCE, ABSENCES AND CANCELLATIONS

1. Attendance:

Consistency and customer service are essential for the success of the Farmers' Market. A Vendor who participates in the Farmers' Market must make a 6-month commitment and be present at the Market each week of that 6-month period. Vendors must understand that the Farmers' Market exists to support agriculture in Hawaii by providing a venue for farmers in the state of Hawaii to sell Hawaii grown and produced products and to promote HFBB's message to "buy locally grown." If the Vendor is unable to make this weekly commitment, it is required that a well-trained Manager be available to talk to customers about the Vendor's farm, ranch and products. The Vendor of record must be present a minimum of once a month.

With prior approval from HFBB LLC, a Vendor may modify the monthly schedule. For example, once a month, every other week, the first and third week of each month, etc. It is required that the Vendor be present at the Farmers' Market on their scheduled day.

An excused absence does not apply to these attendance requirements.

2. Absences:

Absences due to illness, injury, death, personal family matters that affect one's ability to supply produce or product and staffing for the booth, equipment failure, lack of produce or product due to weather or other natural or manmade calamity need to be reported to the HFBB LLC with at least 24-hour notice to be considered an excused absence with no penalty. All other excused absences shall be granted on the discretion of HFBB LLC.

An unexcused absence occurs when a Vendor does not show up for the Market on the scheduled day and provides no prior notification to the HFBB LLC. This "no show" is very disruptive to Market operations and has a negative impact on good customer relations. The penalty for an unexcused absence shall be the forfeiture of the fee for that day.

Should a Vendor have two (2) unexcused absences, the Vendor shall be advised that upon the third unexcused absence, the Vendor shall forfeit the booth and must reapply to HFBB LLC and be evaluated for return to the Market. The unexcused absences are a matter of permanent Vendor record.

In the event of an excused or unexcused absence, HFBB LLC may fill the vacant booth with a temporary Vendor from the current pool of eligible Vendors.

Excused absences of extended periods severely compromise the Farmers' Market's ability to provide a year around showcase for locally grown and locally manufactured products. HFBB LLC also recognizes that all current and former Vendors are important to the continued success of the Farmers' Market. Therefore, the following policy shall be in effect for prolonged absences:

Duration of Excused Absence	Return Rights to Current Booth	Return Rights to Farmers' Market	Market Manager Action
1 week	Yes	Yes	May fill booth with a temporary Vendor from the existing pool of Vendors or a Vendor on a trial basis
2 consecutive weeks	Yes	Yes	
3 consecutive weeks	Yes	Yes	May fill booth with a temporary Vendor from the existing pool of Vendors or a Vendor on a trial basis that has the ability to sell similar produce or product as that of the excused Vendor
4 consecutive weeks	Yes	Yes	
5 consecutive weeks	No	Yes	<ul style="list-style-type: none">• May fill booth with a permanent Vendor from (1) the existing pool of Vendors, (2) the current temporary Vendor or (3) a new Vendor• The Vendor with the excused absence may return to the Farmers' Market if booth space is available. If no booth space is available, the Vendor shall be placed on file.

The Farmers' Market is no different than a traditional retail establishment. The holiday months of October, November and December are especially critical in meeting the needs of our customers; they have come to expect the produce and food products that they have purchased during the past nine months. HFBBF LLC shall not allow the credibility, consistency and quality of the Farmers' Market to be adversely affected. A Vendor who chooses an excused absence during this 3-month period forfeits his return rights to the booth and to the Farmers' Market. The Vendor must reapply to HFBBF LLC as a new Vendor. The Vendor can retain the booth space with an advance payment of 50% of the current weekly space fee over the duration of the absence. HFBBF LLC shall make the final decision on all matters involving excused and unexcused absences.

3. **Cancellations:**

- **Farmers' Market Cancellation:** If a circumstance arises where the Market needs to be cancelled, the Market Manager shall announce a scheduled cancellation. Vendors shall be given the information as soon as it is available via text message, phone call or email notification. In the event of a Civil Defense, State or Federal alert for tsunami, hurricane, terrorist attack, war or a major life-threatening or property damaging disaster, the Farmers' Markets shall be cancelled by HFBBF LLC.
- **Rainy Weather Cancellation:** Vendors are expected to participate in the Markets regardless of the potential for rain. Weather forecasting is not always accurate. Therefore, HFBBF LLC shall assess the weather conditions on that day and cancel the Market if it is deemed hazardous to the Vendors and customers, damaging to merchandise and equipment or impacting business in a negative manner. HFBBF LLC shall determine whether Vendors will receive credit for a cancelled Market day.

I. **MARKET PLACE ENVIRONMENT**

1. **Creating A Professional, Friendly Market Experience:**

- a. HFBBF LLC reserves the right to govern the Market in a manner consistent with good business practices and believe Vendors must present themselves in a professional manner at all times. This includes:
 - i. All sellers must be properly dressed in clean clothes
 - ii. All sellers must wear appropriate footwear at all times
 - iii. All sellers must exercise appropriate hygiene when handling food products
- b. All Vendors shall respect and treat each other kindly. No foul or threatening language allowed. Offensive remarks shall not be tolerated.
- c. All Vendors shall refrain from soliciting other Vendors in the Market area during Market hours.
- d. All Vendors shall represent themselves in a professional manner when interacting with customers and other vendors. Vendors shall not discriminate in any manner against customers or other Vendors.
- e. All Vendors shall maintain a clean, attractive display in their booths.
- f. All Vendors shall respect the right of Market customers to come to a clean and family-friendly atmosphere where they feel safe and welcome – shouting or hawking is not permitted.
- g. Smoking by Vendors is not permitted in the Market area.
- h. Vendor's animals are not allowed in the Market area except for service animals such as seeing-eye dogs.
- i. Children of Vendors under the age of 10 must be under control of their parent or guardian at all times.
- j. No soliciting by charitable or activists groups in the Market area.

2. **Restrooms at the Farmers' Markets:**

At the KCC Market, restrooms are available in the chapel building next to the Market area and at the city facilities near the Diamond Head end of the Market. At Kailua, restrooms are available in neighboring retail establishments. At Mililani, restrooms are available in the gym. At Blaisdell, restrooms are located near the box office and in the arena.

3. **Community Booths:**

Agriculture-related informational booths that adhere to policies and objectives of HFBF LLC shall be allowed to participate in the Markets upon space availability and approval of HFBF LLC. Farmers' Market landlords may also request community or informational booths. Otherwise, other business, community and non-profit groups cannot be accommodated.

J. HFBF LLC FARMERS' MARKET COMMUNICATIONS

1. **Tip Sheets and Vendor Newsletter Updates:**

A list of space assignments and any information for the upcoming Market can be viewed at HFBF website (www.hfbf.org) under Farmers' Markets. A hard copy tip sheet is handed out to KCC shoppers each week with a list of Vendors, Market highlights and other information. Vendor updates, announcements and other information may be submitted to the HFBF LLC and upon approval may be posted on the website and tip sheet by the Sunday prior the week of participation.

2. **Complaints and Compliments:**

Complaints must be directed to the attention of HFBF LLC in writing to P.O. Box 253, Kunia, Hawaii 96759 or info@hfbf.org. Complaint resolution of matters of the nature is the responsibility of HFBF LLC.

Compliments about the Farmers' Market or its management are also appreciated and may be submitted in writing to HFBF LLC.

3. **Accidents/Altercations/Other Incidents:**

The Market Manager on duty should be contacted immediately when an incident involving either customers or Vendors occurs, no matter how minor the incident may appear. The Market Manager shall (1) assess the situation, (2) call emergency services, if necessary, (3) inform HFBF LLC and (4) submit a written incident report to HFBF LLC and Vendor file.

K. HFBF LLC FARMERS' MARKET MANAGER:

1. **Market Manager Role:**

The Market Manager's job is to coordinate all of the activities of the weekly operations of the Markets. This includes oversight of the Market set-up and breakdown, clean-up, weekly stall assignments and assuring Vendor compliance with all Farmers' Market rules and regulations. The Market Manager also acts as a conduit of information from the Vendors and customers to the HFBF LLC. The Market Manager has complete authority to interpret and implement policy and rules and regulations at all Market sites. Any concerns and proposals may be submitted in writing to the HFBF LLC

2. **Oversight of Vendor Compliance to Market Policies and Rules:**

HFBF LLC shall pursue the following procedures in the event a Vendor violates any of the rules of the Markets. The number of offenses is not necessarily related to one particular violation. **All infractions shall be noted in writing, and placed in the Vendor's file at HFBF LLC office for future reference, with a copy sent to the Vendor.**

- a. **First offense:** The Vendor shall be notified verbally by the Market Manager of the rule violation. The Vendor shall be given the opportunity to correct the violation at the time of contact or when applicable by the next scheduled Market. If the Vendor refuses to correct the violation at the time of contact or by the next scheduled Market, they may be asked to leave the Market immediately.
- b. **Second offense:** The Vendor shall be notified verbally by the Market Manager of the rule violation. The Vendor shall be given the opportunity to correct the violation at the time of contact or when applicable by the next scheduled Market. If the Vendor refuses to correct the violation at the time of contact or by the next scheduled Market, they may be asked to leave the Market immediately.
- c. **Third offense:** The Vendor shall be notified verbally by the Market Manager of the rule violation. The Vendor shall be given the opportunity to correct the violation at the time of contact or when applicable by the next scheduled Market. If the Vendor refuses to correct the violation at the time of contact or by the next scheduled Market, they may be asked to leave the Market immediately.

The Vendor shall be advised that any further offense may be cause for suspension or termination from all Farmers' Markets. HFBF LLC shall determine the level of corrective action which may result in suspension up to 12 months or termination from the Market.

HFBF LLC reserves the right to terminate Vendor participation in the Farmers' Markets immediately if the offense warrants such action. These include but are not limited to acts of violence and selling produce and products that are not grown or produced in Hawaii. No portion of any membership fees or weekly fees shall be refunded to any Vendor if terminated from participation in HFBF LLC Farmers' Markets.



P.O. Box 253. • Kunia HI 96759
 Phone: (808) 848-2074 • Fax: (808) 848-1921

OAHU FARMERS' MARKETS HANDBOOK
 REVISED JANUARY 2013

L. HFBF LLC FARMERS' MARKET APPLICATION - AGREEMENT FORM

Thank you for your interest in the Hawaii Farm Bureau Federation LLC Farmers' Markets. Please read the enclosed information. If you would like to be a Vendor, please fill out the following application. Once we have received your application, we will keep your application on file as a potential Vendor. When we have an opening for your type of product, we will contact you to discuss the possibility of participation. Only when a spot is secured for you by the Market Manager will we require supplemental business documents. If you have any questions, please call the Market Manager at 848-2074.

Please sign me up as a vendor for the HFBF LLC Farmers' Market:

MARKET	DAY	TIME	SPACE NEEDED (circle)
<input type="checkbox"/> KCC Farmers' Market	Saturdays	7:30-11:00 a.m.	1 2 3 more
<input type="checkbox"/> KCC Farmers' Market	Tuesdays	4:00 - 7:00 p.m.	1 2 3 more
<input type="checkbox"/> Mililani Farmers' Market	Sundays	8:00-11:00 a.m.	1 2 3 more
<input type="checkbox"/> Honolulu Farmers' Market	Wednesdays	4:00-7:00 p.m.	1 2 3 more
<input type="checkbox"/> Kailua Farmers' Market	Thursdays	5:00-7:30 p.m.	1 2 3 more
<input type="checkbox"/> Haleiwa Farmers' Market	Sundays	10:30- 2 p.m.	1 2 3 more

VENDOR CONTACT INFORMATION:

Name _____

Company Name _____

Address _____

City _____, Hawaii Zip Code _____

Business Phone _____ Cell Phone _____

Fax _____ Email _____

Best way to reach me is: _____ Phone _____ Cell _____ Fax _____ Email _____

Business Type: Check all that apply: (use additional sheet if necessary to identify local ingredients and source of local ingredients or products)

- ☐ Fruits/vegetables—complete crop plan below
- ☐ Dairy: specify products _____
- ☐ Fish: specify products _____
- ☐ Meat: specify _____
- ☐ Maple/honey products: specify products _____
- ☐ Baked goods: specify products _____
- ☐ Prepared foods: specify products _____
- ☐ Value added: specify products _____
- ☐ Nursery products: circle product types—annuals, perennials, vegetable/herb plants, nursery stock
- ☐ Eggs
- ☐ Herbs (dried or fresh-cut)
- ☐ Other _____

Crop Plan:

Indicate crops grown that you plan to sell at the HFBF LLC Farmers' Market, including acreage of each item:

Crop	Acreage
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Additional value-added products you plan to sell, as allowed by the HFBF LLC Farmers' Markets' rules and regulations: (Identify locally sourced ingredients and local farm supplier)

Farm Inspections:

HFBF LLC reserves the right to do spot visits and farm inspections to assure that the products sold are in compliance with the HFBF LLC Farmers' Markets' rules and regulations.

Directions to your farm:

AGREEMENT (Application is not complete unless signed below.):

I understand that the Hawaii Farm Bureau Federation LLC reserves the right to cancel this application/agreement, with or without cause, at any time.

I have read the contents of "Farmers' Market Handbook," which is incorporated herein by reference, and agree to the terms set forth.

The Hawaii Farm Bureau Federation LLC has the right to terminate this application/agreement if I do not abide by the rules and requirements set forth in "Farmers' Market Handbook," or if I conduct myself in a manner that is injurious to the best interest of HFBF, HFBF LLC, and HFBF LLC's purpose.

FOR HFBF LLC USE ONLY			
Based on reviewed products to be sold, Vendor category is determined to be:	Tier 1	Tier 2	Tier 3

Signature of Vendor

Date

Print Name of Vendor

Signature of Booth Manager

Date

Print Name of Booth Manager

Date

Please mail to:
Hawaii Farm Bureau Federation LLC
P.O. Box 253 Kunia, HI 96759
or FAX to (808) 848-1921



LLC

P.O. Box 253 • Kunia HI 96759
Phone: (808) 848-2074 • Fax: (808) 848-1921

OAHU FARMERS' MARKETS HANDBOOK
REVISED JANUARY 2013

M. HFBF LLC FARMERS' MARKET WAIVER

THIS WAIVER made this _____ day of _____, 20____, by and between the HAWAII FARM BUREAU FEDERATION LLC (hereinafter referred to as HFBF LLC), and _____, (hereinafter referred to as "PARTICIPANT").

WHEREAS, HFBF LLC is engaged in the planning, promotion and production of:

___ KCC Farmers' Market, Saturdays, 7:30 – 11:00 am at Kapiolani Community College, Parking Lot C, 4303 Diamond Head Road.

___ KCC Farmers' Market, Tuesdays, 4:00 - 7:00 pm at Kapiolani Community College, grassy area in back of bus stop fronting Diamond Head Road.

___ Mililani Farmers' Market, Sundays, 8:00 – 11:00 am at Mililani High School Parking Lot, 95-1200 Meheula Parkway.

___ Honolulu Farmers' Market, Wednesdays, 4:00 – 7:00 pm at the Neal Blaisdell Center

___ Kailua Farmers' Market, Thursdays, 5:00 – 7:30 pm at the Kailua Town Center Parking Garage, 609 Kailua Road.

___ Haleiwa Farmers' Market, Sundays, 10:30-2:00 pm behind the North Shore Market Place on Cane Haul Road.

LIABILITY AND INDEMNITY. HFBF LLC assumes no risk; and by acceptance of this Waiver, Participant expressly releases HFBF LLC, its directors, officers, staff, employees and representatives of and from any and all liability for any damage, injury or loss to any person or property which may arise from the performance, by Participant, and agrees to hold and save HFBF LLC, its directors, officers, staff, employees and representatives harmless of and from any loss or damage by reason thereof. HFBF LLC, its directors, officers, staff, employees and representatives assume no responsibility whatsoever for any property brought onto the Market Grounds, and is hereby expressly released and discharged from any and all liability from any property loss.

HFBF LLC, any of its directors, officers, staff, employees and representative shall not be responsible for any loss, injury, or damage, which may occur to Participant or its property, arising from any cause whatsoever, prior to, during and subsequent to the Farmers' Markets.

Participant, by signing this Waiver, expressly understands that it releases HFBF LLC its directors, officers, staff, employees and representatives and agrees to indemnify them against any and all claims and actions for personal injury, death and property damages arising from or resulting from or in any way connected with the performance, by Participant, of its rights, duties and obligations.

Participant shall name the respective Farmers' Market and HFBF LLC as Additional Insured on Participant's General Liability Policy and Participant must furnish a Certificate of Insurance showing such coverage to HFBF LLC.

Participant shall, in addition, reimburse HFBB LLC for all its costs and expenses, including reasonable attorneys' fees, incurred or imposed in connection with the defense of any such claims.

1. AMENDMENTS. This Waiver shall not be amended or modified except by an instrument signed by all parties, hereto.
2. AUTHORITY OF UNDERSIGNED. The undersigned Participant acknowledges and understands this Waiver is being signed by Participant entering on the Market Grounds pursuant to the performance, by Participant of its right, duties and obligations under this Agreement, and that Participant understands and agrees to abide by the terms of this Waiver.

As the undersigned Participant is signing this Waiver, the undersigned warrants that he/she has the authority, power and legal capacity to execute this Waiver.

Print Name of Vendor Participant

By: _____ Date: _____
Signature

####