



Boulder County Farmers Markets

2022

Rules & Regulations
for
Producers & Contractors

Boulder, Longmont, Lafayette, & Winter Market

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1. Mission, Vision, Spirit, Principles

The Mission of the Boulder County Farmers Markets (BCFM) is to support, promote, and expand local agriculture, making fresh products accessible to our community, and to strengthen relationships between local food producers and food consumers.

The Vision of BCFM is to be a steward of local agriculture; a harmonious, financially strong organization growing in reputation and cultural relevance, with increased market sales, solid alignment between farmers and food producers, and recognition as a thought-leader and innovator in the local foodshed.

A. Spirit of the Market

The success of the market is the result of a collaborative partnership between BCFM, the vendors, and the markets' customers. Our mutual objective is to continue to increase the availability of high-quality local foods and increase the customer demand for those foods. In order to support this objective, preference is given to those vendors who clearly demonstrate adherence to the principles of being local.

B. Values of the Market

Integrity - Members represent their products with honesty and transparency. Language used to describe cropping systems, ingredients, sourcing, and production methods is clear and accurate. BCFM staff acts in a manner that is consistent, reliable, and fair to all vendors.

Respect - BCFM staff, members, and customers communicate and interact with each other in a respectful manner. Patronizing and degrading language, yelling, and demeaning behavior are not tolerated.

Community - BCFM staff and members understand the market is a collaborative effort that works to the benefit of all participants as a community. Collective interests take priority over individual interests.

C. Foundational Principles

In the case of BCFM, "local" is generally defined as being from the front range with preference given to producers and contractors from Boulder County. Specific exceptions, however, can be made by the BCFM Board of Directors such as those organizations which are in long standing with BCFM or in cases where an organization provides a needed element of supply that is not readily available within the local area. For example, fruit growing organizations from the western slope.

BCFM operates producer-only markets. Farmers may sell only the product (such as vegetables, grains, flowers, seeds) they themselves grow on properties they own or lease. Ranchers may sell only the animal products raised on their owned or leased properties. Packaged and prepared food vendors may sell only items which they directly produce with the exception of beverages provided by prepared food vendors.

BCFM is a membership-operated organization. Approved full-time vendors are members. Memberships consist of voting and non-voting members. Voting membership includes approved, full-time, producer members. These members have the right to vote on various issues as described in the BCFM bylaws. These rights are the result of producers' historic role in establishing and maintaining the market as well as the critical nature of their product to the markets' success.

BCFM staff are a key part of the BCFM partnership. Their role at market is to organize the market and ensure it meets the standards set by the board and membership. Those standards are generally indicated in these Rules and Regulations. While at the market, staff responsibilities at market are to set up the market, ensure the safety of vendors and community, and ensure a positive experience for customers. Non-emergency vendor concerns, suggestions and comments should be reserved for regular BCFM office hours.

2. Market Information

Boulder Saturday

Time: 8am–2pm

Dates: Saturdays April 2nd, 2022 - November 19th, 2022

Location: 13th St. between Canyon Blvd. and Arapahoe Ave. Boulder

Boulder Wednesday

Time: 4pm–dusk

Dates: Wednesdays May 4th, 2022 - October 5th, 2022

Location: 13th St. between Canyon Blvd. and Arapahoe Ave. Boulder

Longmont Saturday

Time: 8am–1pm

Dates: Saturdays April 2nd, 2022 - November 19th, 2022

Location: Boulder County Fairgrounds at 9595 Nelson Rd. Longmont

TBD Lafayette Thursday

Time: 4pm–8pm

Dates: Thursdays June 3rd, 2021 - September 23rd, 2021

Location: TBD

****Please note interest for Lafayette on your application. Lafayette will reopen based on producer interest.****

Winter Market

Time: 9am–3pm

Dates: December 3rd & December 4th

Location: The Exhibit Building at the Boulder County Fairgrounds located at 9595 Nelson Rd. Longmont

3. How To Become a Vendor

Participation in BCFM markets is by application. For all markets, highest priority will be given to Boulder County Farmer/Rancher producers and existing members in good standing. Applications and all required fees are required annually, and are subject to annual approval by the Board of Directors (Board).

For approval, all products must meet the mission and goals of the organization. If it is a product already available at the market by a returning vendor in good standing, the Board will make a determination of whether the market can support a duplicate item. Product decision appeals may be submitted to the Executive Committee of the Board (board@bcfm.org). Application approvals vary depending on vendor categorization. All application fees are nonrefundable.

A. Vendor Types

The following language is used to describe various vendor types as defined by BCFM. Each vendor type has a differing application process and fee structure.

1. *Producers*: Farmers and ranchers are collectively referred to as producers.
 - a. *Farmer*: Any entity or individual that grows its own produce (e.g., plants, flowers, herbs, vegetables, fruits, nuts, seeds). BCFM farmers can sell only produce that is grown by them on land they own or substantially control.
 - b. *Rancher*: Any entity that raises its own livestock, including but not limited to, beef, poultry, pork, goat, rabbit, mutton, and lamb, for sale as a processed product or offers byproduct (eggs, cheese, milk) from that livestock. For animal products to be eligible to be sold at BCFM markets the animal must have spent at least ½ its life raised by the rancher at market.
2. *Contractors*: Packaged food vendors and prepared food vendors make up the class of contractors.
 - a. *Packaged Food Vendor*: These entities prepare and package food themselves (no co-packing) in a licensed facility and intended for home consumption. Local sourcing of ingredients is encouraged and given preference in the application process.

- b. *Prepared Food Vendor*: These entities prepare food at the market for consumption on the premises. Local sourcing of ingredients is encouraged and given preference in the application process.
3. *Youth Member*: Young farmers, 15 years or younger, who wish to sell their products at the market shall coordinate with the operations team to do so on a space-as-available basis. Youth members do not have minimum attendance requirements, and do not have voting rights. Rules and Regulations shall be signed by a parent or guardian of the youth member.
4. *Market Guests*: Producers with crops with a limited production season, or prepared/packaged vendors who prefer to participate in only a portion of the market season, or vendors for whom there is limited space at the market or limited demand for their products. Additionally, the Board may recommend that staff consider some applicants for Guest status at certain markets. Market Guests may participate, at staff discretion, in a maximum of six market dates for each market where they are considered for guest status. Staff may petition the Board in certain unusual cases to allow a Guest to participate in up to four additional dates based on specific needs at the market.

All producers and contractors wishing to become a vendor, whether new or returning, must submit a complete application on an annual basis in accordance with current procedures and deadlines. To be considered, returning vendors must be paid in full for the previous season's balance.

BCFM's commitment to being a producer only marketplace demands a thorough application process. Our commitment to member vendors demands transparency and consistency regarding organization processes and rules in order to maintain fairness in our marketplaces. Therefore, applications received after the late application date are unlikely to be reviewed during that year's market season. Applications received after this date will only be considered if BCFM is actively recruiting vendors to fill gaps in the marketplace, hardship exceptions, and other extenuating circumstances. Applications that meet these criteria will be addressed in off-cycle board meetings and can take 2-6 weeks to deliver a decision. You may ask and be advised as to whether or not your application meets these criteria before submitting your late application.

2022 application fees shall be paid via online ACH debit from the invoice emailed to you and are due upon receipt of the invoice. Any vendor applying in their respective late application time period will be charged a \$100 late application fee in addition to their regular application fee. All final application approvals are made by the BCFM Board of Directors.

2022 space fees, if a vendor is accepted into a market(s) shall be paid via online ACH debit from the invoice emailed to you. These fees are due within **14 days** of the date of the invoice.

B. Membership Types

BCFM has two types of memberships:

Voting Members: Producers that have been accepted to the market and attend at least 90% of the markets during their designated market-season are Voting Members and are eligible to vote on issues in their membership year as described in the BCFM bylaws. In recognition of seasonal restrictions of growing crops, vegetable, flower, and fruit producers may determine the length of their market season in advance. A Producer's designated market-season must be no less than 60% of total market days in order to maintain status as a Voting Member.

Any Producer who participated in the previous year's market and did not attend a minimum of 90% of the market days they agreed to attend from the prior season will lose the right to Voting Membership for the following year. Additionally, any Producer whose fees are not fully paid (including the current year's space fees) at the time of voting, will lose the right to vote. Voting Members are eligible to receive an assigned space. Only one membership will be extended per producer entity.

Non-Voting Members: Packaged and Prepared food vendors who are accepted as full-time vendors are Non-Voting Members and are eligible to participate in BCFM activities, such as town-hall meetings, surveys, and providing strategic feedback to the BCFM board. Attendance for Packaged and Prepared food vendors is based on the entire 34-week market season.

C. Vendor Evaluation Criteria

Vendors are carefully selected to enhance the market environment and offerings. BCFM uses a weighted grading system as described below.

Sourcing: The BCFM mission is to support local agriculture. Accordingly, highest rated vendors will source 100% of their product within Boulder County, and when ingredients are not available within the county will source within Colorado. (20% of overall grade)

Quality: Highly rated vendors will have high-quality products and ingredients that are minimally processed, taste good, and are aesthetically displayed. Criteria includes both products and thoughtful booth presentations which consist of a clean tent, clear signage, pleasing displays, easy access, and easy shopping. (15% of overall grade)

Conduct: Every vendor is not only the face of their own organization but also a face of the market in general. Highly rated vendors will be owner-staffed and actively contribute to improving the vitality and viability of the marketplace through excellent customer service and positive interactions with all customers, fellow vendors, and staff. They will have no customer/vendor/staff complaints and any concerns are handled professionally. (20% of overall grade)

Attendance: Consistency is critical in attracting buying customers to the market. It is important that vendors make a commitment to attend the market at least 90% of their season or more. (15% of overall grade)

Commitment: BCFM spends considerable resources promoting the markets and establishing customer trust. It is vital that vendors contribute to this trust by supporting the BCFM mission and vision. Highly rated vendors will participate in and support BCFM programs, be responsive to BCFM outreach efforts, advertise their products truthfully, and communicate respectfully with

staff, fellow vendors, and the public, offer constructive feedback and act in the spirit of collaboration. (10% of overall grade)

Sales: Relative sales are a good indicator of relevancy to the marketplace. In addition to meeting the minimum sales threshold of \$10,000 per market year, highly rated vendors will demonstrate appropriately increasing demand at the market year-over-year. (10% of overall grade)

Finance & Accounting Compliance: Vendors will turn in fee bags weekly and on time and pay all fees timely. (10% of overall grade)

D. Vendor Visits & Audits

Member visits and audits are an integral part of maintaining organizational integrity and customer trust. BCFM reserves the right to visit any vendor's farm or place of business and authorizes its staff to conduct such visits. The primary purpose of an audit is to determine whether the vendor is producing the products the vendor is selling at the Market. Vendor visits shall be carried out on behalf of BCFM's Board of Directors by BCFM staff or their designees. Vendors shall be notified in advance of visitations. Visits shall be scheduled as follows:

1. All new vendors shall be visited in their first year at the market; Samples shall be requested from contractors.
2. Every vendor shall be visited no less than once every five years, preferably once every three years.
3. Vendors who make significant changes to their operations including, changing or adding farm sites, and/or product categories, e.g. meats, dairy, etc. may be visited following such change(s) at the staff's discretion.
4. BCFM reserves the right to visit a vendor's facility more than once in the same season.
5. BCFM reserves the right to request invoices of seed and ingredient purchasing history.
6. The resale of any products that are not grown or produced by the vendor, except as expressly allowed in the Rules and Regulations, is strictly forbidden and is cause for TERMINATION of membership. A notice and hearing procedure has been established by the Board and will be used if a vendor or customer believes a rules violation is occurring. See the BCFM Bylaws for details.

E. What Can Be Sold

Operating producer-only markets means no resale is allowed. All produce and products sold at the markets, with the exception of canned/bottled beverages in the food court, must be grown or produced by the vendor. These beverages must be approved and follow all standards set forth below.

Any changes or alterations after a vendor's application has been approved to crop lists or menus must be requested in writing to the Operations Manager and approved before the

product is sold at markets. If an item is identified at market by BCFM and has not been approved, that vendor is subject to a fine. Vendors may only sell and/or display items that have been approved. No outside sales or soliciting for sales of unapproved items are allowed without explicit permission from BCFM staff.

Producers may sell the following at markets with board approval:

- Agricultural Products (Unprocessed) - This category includes fruits, vegetables, grains, flowers, bedding plants, and potted plants. All agricultural products must be grown in Colorado. The seller must grow bedding plants and potted plants from seed, plug, cutting, bulbs, or bare-root. No resale of pre-finished plants is allowed. Transplanted plants must be grown to the point where the roots fill the pot (roots hold the soil when the pot is removed).
- Agricultural Products (Processed) - This category includes meat, eggs and milk. For animal products to be eligible to be sold at BCFM markets the animal must have spent at least ½ its life raised by the rancher selling at market.
- Cottage Food Items. Vendors selling approved Cottage Food items must provide proper certifications to BCFM in the application.
- CSA Pickups. Producers are encouraged to have CSA pickups at the market. A CSA pickup is the collection of goods that have been paid, in advance, for the entire season. For tax compliance, any exchange of cash, check, or electronic payment conducted at the market are required to be recorded on the daily fee slip under gross sales. To avoid having to record CSA sales, please ensure your pickups are pre-paid. Boulder customers picking up deliveries may not drive onto the market street between 6am and 4pm on Saturdays or between 2pm to 10pm on Wednesdays.
- Honey. Honey producers must manage 100% of their hives, from which they intend to gather and sell honey at the market, in Boulder County or adjacent neighboring counties during the entire season when bees gather nectar. Priority will be given to beekeepers providing honey for the market that was produced on hives located in Boulder County during the entire period in which nectar was gathered. If there are no honey-producing hives in Boulder County, priority will be given to beekeepers in adjacent counties.
 - BCFM honey producers must clearly label all jars of honey and provide information that highlights the manner in which the honey was produced and where it was produced. Because there are no accepted definitions of “raw” honey, honey producers who promote or label their honey as raw must clearly define to their customers what raw means for their product including processing temperatures. This information must be located either on the label or with literature provided at their market booth.
- Mushrooms. Selling wild-collected mushrooms in any form is prohibited at the Market. Cultivated mushroom growers must comply with all federal, state, and local authorities.
- Value-Added Agricultural Products: Defined as a change in the physical state or form of a raw agricultural product (such as milling wheat into flour or making strawberries into

jam). To be considered a producer item, the contents must be at least 75% grown on that member's farmed property (with three exceptions noted below).

- Mead. Honey sourced for the production of mead must meet the honey production standards set forth above.
- Wine. For producers making wine, fortified wine, and hard cider made from grapes, grape must, or other fruits or fruit products, 100% of the agricultural product must be grown on that member's farmed property.
- Wool and Fiber products. The wool and fiber in textile products must come exclusively from the vendor's animals. Necessary trimming materials that do not come from the vendor's animals (fastenings, assembly and tailoring materials) may be used but shall not exceed 20% of the total product.
- Soaps, Lotions, Creams and other Homecare Products. Review of the product will be assessed on a case-by-case basis depending on the product being presented.

Contractors may *not* sell the following at markets:

- No products or beverages with high fructose corn syrup, aspartame, phosphoric acid, and/or artificial flavoring may be sold at market.
- No products containing THC or CBD may be sold at market.

F. Required Documents

Producer

These documents are due at the time of application:

- Zero Waste Agreement
- 2022 Crop/Product List
- Map and/or Lease of Farmed Property (if applicable, see Vendor Compliance for more information)
- Organic or Biodynamic certifications (if applicable)

These documents are preferred at the time of application and due upon approval:

- City and State Sales Tax License
- Weights & Measures (if applicable)

These documents are due at the time of approval:

- Signed 2022 Rules & Regulations
- Current Liability Insurance

Packaged

These documents are due at the time of application:

- Zero Waste Agreement
- 2022 Product/Ingredient List

- Colorado Local Invoices or Farm Contacts
- Copy of Commissary Agreement (n/a for Cottage Foods)

These documents are preferred at the time of application and due upon approval:

- City and State Sales Tax License
- Food License

These documents are due at the time of approval:

- Signed 2022 Rules & Regulations
- Current Liability Insurance

Prepared

These documents are due at the time of application:

- Zero Waste Agreement
- 2022 Menu/Ingredient List
- Colorado Local Invoices or Farm Contacts

These documents are preferred at the time of application and due upon approval:

- City and State Sales Tax License
- Food License

These documents are due at the time of approval:

- Signed 2022 Rules & Regulations
- Current Liability Insurance
- Copy of Commissary Agreement (n/a for Cottage Foods)

G. Fire Code (Boulder Specific)

Please see City of Boulder Fire Code in [Appendix \(6\)](#) section for linked documentation. If you are a vendor in Boulder you will need to comply with all of these regulations.

H. Pricing Structure

A one time NONREFUNDABLE \$100 application fee is paid by each vendor for application to BCFM. Applicants may apply to as many markets as desired at no extra cost. Application fees are due at the time of application. Any applications received after December 20, 2021 through January 23, 2022 (returning vendors) or January 3, 2022 through January 23, 2022 (new vendors) will incur an additional late fee of \$100. If an application fee is received after the deadline, BCFM reserves the right to remove the applicant from consideration.

Spaces fees are due and payable online within 14 days of acceptance into the market and must be paid online with ACH debit only. No cash, checks or credit cards are accepted.

Space Fees: Space fees are of two types: one-time and per occurrence. Producers and Contractors pay a yearly fee at the time of application approval. Market Guests, Community

Guests, and Artists pay a fee for each market day attended. The fee amount is based on a 10' x 10' booth and varies with vendor type and market. Any sub-divided space is priced on a prorated basis. Space fees are due at the time of application approval.

Daily Fees: Daily fees are paid as a percentage of daily gross sales and vary depending on vendor type and market. Gross sales are defined as all revenue received during the course of the market including sales tax.

Online Markets: : Vendors will sell wholesale to BCFM. No additional fees will be charged.

We recognize that in addition to supporting local agriculture, BCFM supports and often serves as an incubator for local food businesses. In order to ensure that we can continue to successfully serve the community in this capacity, BCFM has a minimum fee policy for vendors. This minimum fee helps:

- Offset BCFM's expense of hosting a site in those cases where a vendor's sales are too low for BCFM to recover its costs
- Support the growth and future success of low-volume vendors by reducing the importance of gross sales thresholds in future consideration of participation
- Contribute to increased marketing efforts targeted at increasing customer attendance and average purchase amounts

Inaccurate or fraudulent reporting jeopardizes the markets' future. Vendors are expected to report all sales accurately and risk expulsion for failure to do so. BCFM reserves the right to audit vendor sales at any time without prior notice.

Daily fee calculation example:

Vendor	Gross Sales	Daily Fee Rate	Minimum Fee	Fee Paid
Bob's Bread	\$250	10%	\$35	\$35
Popping Popovers	\$550	10%	\$35	\$55
Roasting Beets	\$1000	10%	\$35	\$100

Pricing Table by Vendor Type and Market

Producers

	Boulder Saturday	Boulder Wednesday	Longmont Saturday	Lafayette Thursday
Application Fee <i>one time</i>	\$100			

Space Fee <i>one time</i>	10' x 10'	\$150	\$100	\$100	\$100
	10' x 15'	\$225	\$150	\$150	\$150
	10' x 20'	\$300	\$200	\$200	\$200
	10' x 25'	\$375	\$250	\$250	n/a
	10' x 30'	\$425	\$300	\$300	n/a
	10' x 40'	\$500	\$350	\$350	n/a
Daily Fee <i>(% of gross Sales)</i>	8.05% (4.5% daily fee + 3.86% Boulder City sales tax, however on the fee slip you report gross sales plus sales tax, resulting in the % calculated and collected on the fee slip to be 4.33 and 3.72, respectively, totalling 8.05%	8.05% (4.5% daily fee + 3.86% Boulder City sales tax, however on the fee slip you report gross sales plus sales tax, resulting in the % calculated and collected on the fee slip to be 4.33 and 3.72, respectively, totalling 8.05%		4.5%	4.5%

Daily fees for producers are a percentage of gross sales as shown above. Gross sales you report must include sales tax collected to pay the correct fee. The percentage shown above is adjusted to account for the BCFM collection of sales tax in the City of Boulder. In addition to the daily fee, BCFM collects City of Boulder (COB) sales tax on behalf of Producers selling at the Boulder markets. COB producer taxes are remitted to COB by BCFM. Producers in other markets are required to remit their own sales taxes as required by their taxing authority. The sales tax rate (accounting for the fact that you are reporting your sales with sales tax amounts included in the reported gross sales) is 3.86, imputed to be 3.72% since gross sales you report include sales tax. Boulder Producers pay a total amount of gross sales in the amount of 8.05%, which is composed of the daily fee of 4.33% (4.5% imputed to 4.33% due to gross sales your report including sales tax) plus the imputed sales tax of 3.72%.

Packaged and Prepared Food Vendors

		Boulder Saturday	Boulder Wednesday	Longmont Saturday	Lafayette Thursday
Application Fee <i>one time</i>		\$100			
Space Fee <i>one time</i>	10' x 10'	\$150	\$100	\$100	\$100
	10' x 15'	\$200	\$150	\$150	\$150
Daily Fee <i>(% of gross Sales)</i>		13.85%	13.85%	11%	10%
Minimum Daily Fee- Packaged		\$45	\$20	\$35	\$20
Minimum Daily Fee- Prepared		\$55	\$20	\$35	\$20

Daily fees for packaged and prepared foods are a percentage of gross sales as shown above. Gross sales you report must include sales tax collected to pay the correct fee.

Please see the Longmont fee structure for Winter Market daily fees.

Market Guests

		Boulder Saturday	Boulder Wednesday	Longmont Saturday	Lafayette Thursday
Application Fee <i>one time</i>		\$100			
Space Fee <i>per occurrence</i>	10' X 10'	\$25	\$25	\$25	\$25
Daily Fee- Packaged & Prepared <i>(% of gross Sales)</i>		13.85%	13.85%	11%	10%

Minimum Daily Fee (Packed & Prepared)	\$55	\$20	\$35	\$20
Daily Fee-Producers (% of gross Sales)	8.05% (4.5% daily fee + 3.86% Boulder City sales tax, however on the fee slip you report gross sales plus sales tax, resulting in the % calculated and collected on the fee slip to be 4.33 and 3.72, respectively, totalling 8.05%)	8.05% (4.5% daily fee + 3.86% Boulder City sales tax, however on the fee slip you report gross sales plus sales tax, resulting in the % calculated and collected on the fee slip to be 4.33 and 3.72, respectively, totalling 8.05%)	4.5%	4.5%

Daily fees for market guests are a percentage of gross sales as shown above. Gross sales you report must include sales tax collected to pay the correct fee.

4. Vendor Compliance Requirements

A. Market Operations

Animals at Market: We require our vendors to uphold the standards set forth by our market. Our Boulder County markets are pet-free. Please refrain from bringing pets to market.

Arrival/Departure: Vendors must arrive and be ready to sell by 8:00 a.m. on Saturdays, and by 4:00 p.m. on weekdays. Vendors shall start and stop all selling promptly at the opening and close of the markets.

If a packaged or prepared vendor plans to not attend a particular market day, they must provide 48 hours' advance **written** notice prior to the beginning of the market to the Market Coordinator of their market. If a producer (with a weather-dependent product) plans to not attend a particular market day, they must provide 24 hours' **written** notice prior to the beginning of the market to the Market Coordinator of their market. Failure to provide notice to the correct staff member shall result in a \$50 fine if cancelling late or \$75 fine for no call, no show for each occurrence. Exceptions for medical emergencies may be made at the staff's discretion.

Boulder-Specific: At the Boulder Saturday market street access for setup is between the hours of 6:00 to 7:30am. Street access will be closed to motor vehicle traffic at 7:30am. Tear down is between 2:10 and 3:30pm. Vendors must be off of the street by 4:00pm. For safety reasons, departure of motor vehicles prior to 15 minutes after closing time is not allowed

At the Boulder Wednesday market, street access for setup is between 2:00 and 3:30pm. Street access will be closed to motor vehicle traffic at 3:50pm. Tear-down begins after the closing bell rings. Vendors must be off of the street by 10:00pm. For safety reasons, no vehicles will be allowed on 13th Street in Boulder until 2:15 p.m.

Market Cancellation:

BCFM is an all weather market and will remain open during inclement weather. Our customers and community count on our vendors being in attendance. We consider ourselves incredibly fortunate to have customers who are willing to show up in rain, wind, and snow and we require our vendors to do the same in return. BCFM understands that timely notice and perfect attendance is not always possible. Even so, predictable attendance at markets is extremely important to the success of the market sales, staff operations, and of your fellow vendors. Same day cancellations, leaving early, or arriving late will incur a fee.

Should there be a life-threatening event in the area, the markets will close. Should there be severe and sustained poor weather that is not life-threatening, there will be a majority vote by the producers at market to remain open or close early. Should the weather simply be unpleasant (ie windy, snow, rain, cold), markets will remain open. Vendors are expected to participate for the entirety of the market hours.

Conduct: All vendors are expected to adhere to the values and Rules & Regulations of the organization. If a vendor is found to repeatedly disregard the Rules & Regulations, challenge the authority of a staff member or inspector, or behave or communicate in a disrespectful, degrading, rude, threatening, or intimidating manner toward other vendors, customers, or BCFM staff they will be assessed a Conduct Violation of \$125 for each occurrence. This fee also applies to vendors who have fee bags that are 19 days outstanding. Depending on the severity of the situation or the number of violations, the BCFM Executive Committee may temporarily or permanently ban such an offender from the market at its sole and unlimited discretion.

General Prohibitions: No playing of electronic music or sound recordings at vendor stands is allowed during market hours.

Requests to bring live animals for educational purposes may be made to Operations. Requests must be submitted in writing to Operations at least two weeks in advance of the affected market. Live animals are permitted only with express and written approval (email is acceptable) from operations, and their display must be coordinated with operations. The vendor shall take all steps necessary to ensure the public's safety and the animal's well-being during its time at the market.

Government Regulations: Members are expected to comply with any government regulations that may be in effect for activities that take place at the market. These include certification of scales, health rules applicable to samples and food display, statements about being organically

grown, eggs, product labels, etc. Compliance with these various government rules is the member's responsibility. The market will monitor and will seek official input as needed to protect the market and its customers.

Leased Land: For any member to sell to the market items produced on leased ground, they must meet all of the following requirements:

- Submit a copy of signed lease documents with the annual membership application.
- A map must be provided indicating where your land is leased. Any parcels outside of Boulder County should be noted.
- Provide receipts for seeds, transplants, or other expenses upon request.
- The member or their hired agents must do all planting, cultivation, and harvesting. If a third party is hired for plowing, cultivation or any other farming practice, the Board reserves the right to see payment receipts from this third party.
- Leasing will be allowed only if the member has significant risk and investment in the leased operation.

Licenses/Certifications: Vendors must have all required city, county, state and federal licenses and certificates applicable to their business and its operation at the Farmers' Markets AND must submit a current copy of each license/certificate 30 days prior to their first market. Failure to provide required documents will result in loss of market space until such documents are in order. These should be submitted via the current application software or via email to their market specific coordinator.

All contractors, and value-added product manufacturers, must have a current commissary agreement.

All prepared food vendors personnel must be STAR or STAR equivalent certified.

All prepared food vendors (food for immediate consumption) are required to have a hand washing station and follow proper food handling guidelines.

All vendors supplying samples are required to have a hand washing station and follow proper food handling guidelines.

See [linked Appendix \(6\)](#) for required documents.

Marketing Organic Produce or Products: If a vendor advertises or promotes products as being organic or biodynamic, a current copy of the respective organic or biodynamic certifications must be submitted with the membership application each year. Certificates must be available and accessible at the member's stand at all times for review by market staff or customers. BCFM members are reminded that pursuant to CFR Part 205, Subpart B, Section 205.100 (c)(1), any operation that knowingly sells or labels a product as organic, except in accordance with the Act, shall be subject to a civil penalty of not more than \$10,000 per violation.

While use of the word "organic" or "biodynamic" in a legal company name or a farm name are not tied to the requirements for organic certification, BCFM members may not display at their

market stand a company name or farm name using the word “organic” or “biodynamic”, including variations that suggest the same, unless they have the necessary USDA or Demeter certifications.

No Solicitation: A vendor shall not interfere with the BCFM’s employment relationship with or try to entice away from BCFM employment, any person who is an employee of BCFM.

Parking: Boulder is a busy market and has a customer perception of crowding and poor parking. This perception is supported when nearby parking is not available to customers, discouraging them from shopping. To maximize the perception of convenience and the number of buying customers, Boulder vendors and their staff shall not park in the parking lots accessible from 14th Street and shall not block traffic or use handicapped spaces while unloading or loading. Vendors parked in these areas will be fined \$50 per day for not moving vehicles after one verbal notification by BCFM staff.

Parking passes:

Boulder High School (East parking lot) passes are available for vendors to purchase for \$35 for standard vehicles and \$50 for oversized vehicles.

Limited 13th Street Parking is by request and approval only. Producers with high volume products will be given preference and all other requests are at the discretion of Operations. There will be a charge of \$50 for these approved spaces. All vendors who park on 13th Street must leave 18 inches between their vehicle and sidewalk as per our city lease.

Longmont has no parking restrictions during the market. Vehicles cannot be left overnight and will be ticketed and/or towed by the Boulder County Fairgrounds.

Safety: Tents, canopies, tables and displays must fit within the assigned space, and tents must be weighed down with at least 140 pounds of distributed weight total, for safety. Failure to weigh tents as described will result in a fine.

All cords in walkways or public areas shall be appropriately taped down or routed, as directed by Operations and staff. Cord covers are available from BCFM on a first come, first serve basis. All vendors are required to retrieve these covers for their use.

There will be a safety fine of \$35 if weights or cord covers are not used.

Sampling:

Sampling at market stands must comply with all city, county, and state health department regulations and requirements. Except by special permission, vendors may not offer for samples any products or produce they are not selling at the market that day. All vendors offering samples must have a handwashing station. If samples are fully prepared off-site in an approved facility, and samples are not further handled by vendor staff, a handwashing station may not be needed. Please consult the health department for further direction.

If you are found to be in violation of health code by the health department, you will be assessed a \$35 fine by BCFM.

Signage: Vendors must display signage in a prominent location (truck-mounted is allowed) identifying their business name and mailing address or nearest town as it appears on their application.

Letters identifying your business name must be a minimum of 4” in height.

Only vendors with organic and/or biodynamic certification are allowed to advertise organic/biodynamic. Vendors without proper certification may not use the word “organic” or “biodynamic” in their business name or any signage. Examples include signage promoting “Better than Organic”, “Beyond Organic”, “Organic Made”, “Biodynamic by Nature”.

If USDA Certified Organic or Demeter Certified Biodynamic, vendors may display the USDA Certified Organic Logo or the Demeter Certified Biodynamic Logo.

Name identification, Health Department certifications, licenses, and other signage shall be displayed the entire duration of the market.

Product description signs must be accurate and truthful.

Each vendor should have clear identification of price per unit for each commodity. All prices must be clearly marked or posted.

If a vendor sells out before the close of market, they shall display a “SOLD OUT” sign at their booth. The vendor tent, tent weights, tables and sign must stay up the entire duration of the market.

There will be a \$25 fine assessed for improper signage.

Space Allocation: Space allocation has two aspects: square footage and location.

The number of square feet any vendor may use at BCFM markets is based upon prior year’s sales. Markets have sales threshold requirements for space size qualification. Sales thresholds are determined annually by BCFM’s Board of Directors based upon market sales trends.

Markets have limited space and need to accommodate as many vendors as possible for a successful market. In the event a vendor reaches a higher sales threshold but additional space is not available, that vendor will be added to a waitlist and additional space will be allocated as it becomes available.

2022 Producer Gross Sales Thresholds

	Boulder Saturday	Boulder Wednesday	Longmont Saturday	Lafayette Thursday
10' x 10'	no sales threshold			

10' x 15'	\$17,500*	\$15,000	n/a	\$15,000
10' x 20'	\$30,000*	\$20,000	\$25,000	\$20,000
10' x 25'	\$50,000*	\$27,000	n/a	n/a
10' x 30'	\$60,000*	\$35,000	\$75,000**	n/a
10' x 40'	\$125,000*	\$75,000	\$95,000**	n/a

* Due to curb obstructions that divide available space in Boulder, allocation of all increased thresholds is dependent on available space not already assigned.

**Due to the regular trees that divide available space at the fairgrounds in Longmont, allocation of 30' and 40' space is dependent on available areas not already assigned.

***Producer members who only sell meat or specialty products cannot qualify for more than 20ft as additional linear footage will be reserved for producer members with a high variety and volume of displayed agricultural product.

2022 Packaged & Prepared Vendor Gross Sales Thresholds

	Boulder Saturday	Boulder Wednesday	Longmont Saturday	Lafayette Thursday
10' x 10'	\$10,000	\$0	\$7,500	\$0
10' x 15'	\$40,000	\$0	\$25,000	\$0

The Board will consider exceptions to the sales thresholds on a case-by-case basis. The markets retain control of all currently unassigned space. Such spaces will be assigned at Operations' discretion. If a space is not utilized in its entirety at a market by a vendor, Operations may fill the space with another vendor or community group.

Any vendor without an assigned space will be provided a space by Operations. Preference will be given to Boulder County producers if there are more applications than space available. The assignment is for that market day only and may vary from week to week. Since all markets are at or near capacity, it may not be possible to accommodate requests for space changes.

Booth location is determined by the BCFM staff. BCFM seeks to obtain a vendor mix that is optimal to attracting customers and driving sales at all corners of the market. The contributing factors include traffic flow, ingress and egress to the market space, product mix, and vendor appeal. The previous location of vendors with a long history at the markets may be given preference due to a consumer preference for consistency.

Space Clean Up: Vendors shall maintain sanitary conditions around their market stand. Vendors shall have appropriate sanitation equipment and supplies to remove all debris and properly clean up their space at the end of each market. BCFM requires all vendors to sign a Zero Waste Agreement at the time of application. Vendors are responsible for their own trash and compost. Some vendors may be required to take extra steps in keeping space clean, such as a tarp to protect the ground under their booth from oil and other possible stains.

If your space is left unclean or your business improperly disposes of waste you will be charged a \$25 fine. Additionally, BCFM reserves the right to charge any vendor for stains not tended to or fully cleaned within three business days of occurrence. We will charge your account for any cleaning BCFM or the municipal entity deems necessary.

See [linked Appendix \(6\)](#) for Zero Waste Agreement.

Storage (Boulder Only): Limited storage is available in Boulder by request and will require a per square footage fee. The storage term is April through November. BCFM is not liable for lost or damaged items stored in the shed. All items should be contained, tarped and clearly labeled.

Vendors utilizing the storage space will be required to sign and submit a liability waiver agreeing to the terms and conditions and pay their storage fee one week prior to the start of market.

Special Events: (please ask Operations for details, all rules and regulations apply to special events) Open to regular season vendors and guests at the discretion of Operations and include-

- Winter Market (first full weekend in December)

Online Markets:

Vendors interested in having their products considered with BCFM Online Markets can indicate so by checking the appropriate box on the Marketwurks application and answering the required questions. Applications will be handled separately. Vendors will be contacted if their product is considered a good fit and there is a need for that product. Vendors applying as an on-street vendor can apply for both online and in-person markets.

Rules and Regulations: The same Rules and Regulations will apply to Online Markets. Further Rules and Regulations may be added. Any additional regulations will be communicated as needed to Online Market vendors.

B. Conditions & Liability

Conditions: By becoming a market vendor, You agree to the terms of the Rules and Regulations, the Boulder County Farmers Markets' Bylaws, and any amendments, changes, or revisions thereto. You further agree to permit inspections of your farm or facility to assure compliance with the Rules and Regulations of the markets.

As a condition of participation, you agree to release and hold the Boulder County Farmers' Markets, its directors, officers, agents, and employees harmless from any and all claims related to or arising from such membership. The Boulder County Farmers' Markets reserves the right to

prohibit anyone from participation, membership, or selling at or otherwise using designated space or facilities at markets it owns or operates.

Grievances and Challenges: In order to ensure your concerns and feedback are properly addressed, BCFM has forms available on its website and at the information booth. For general grievances, whether related to another vendor, a staff member, or the organization, visit our website to complete the Grievance Form and submit via the internet or email to community@bcfm.org. For resale concerns, submit the paper Product Challenge form to the Market Coordinator at the market or send via email to community@bcfm.org. All sections of the Product Challenge Form must be completed. The identity of the challenger will remain confidential and will only be known by the involved BCFM staff and/or board members. We also accept Customer Feedback forms from the public. If we receive a complaint at a market that causes concern we will conduct a tabletop inspection the day the complaint is turned in.

Harmful Actions: Because BCFM is a membership organization, it is incumbent upon the members to refrain from action that is harmful to its purpose or mission. Members whose actions do, or likely will cause harm to the purpose or mission of BCFM shall lose membership privileges or may have their membership revoked pursuant to BCFM Rules and Regulations and BCFM Bylaws.

Examples of harmful actions include, but are not limited to: situating an unapproved booth in proximity to an operating market or curbside pickup (the costs of marketing, promotion, and organization are paid for with member fees in order to benefit those same participating members), using BCFM social media tags to direct BCFM customers to independent sales channels, attempting to displace BCFM from existing sites; entering into contracts that controvert the BCFM purpose or mission; committing illegal or harmful acts onsite or by a business entity approved to be at market.

Termination: Anyone who fails to comply with the Rules and Regulations or BCFM Bylaws may have their right to participate revoked with no refund of dues or fees. Any outstanding dues or fees must be paid within seven days of the date of termination or collection procedures will be undertaken.

C. Fees & Fines

Fines and penalties regarding non-compliance with BCFM Rules and Regulations include:

1. Failure to leave space clean or improper disposal of waste - \$25
2. Failure to operate the whole duration of market hours (arrive late or pack-up early) - \$35
3. Failure to email Operations with required notice when not attending the market - \$50 (late cancel–24 hours for Producers, 48 hours for Packaged/Prepared) & \$75 (no call, no show).
4. Failure to follow safety procedures (tent weights, cord covers, or as observed) - \$35
5. Selling before market opening or after market close - \$25
6. Pet at market booth that is not providing service as a service animal- \$50

7. Health violation - \$35
8. Parking violation - \$50
9. Returned checks - \$35 per check returned
10. Improper signage - \$25
11. Selling unapproved product - \$200
12. Declined or cancelled ACH payment - \$15 administrative fee
13. Market bags including fee slips, fee payment, and market currencies not turned in within 7 days of market date - \$15
14. Lost fee bag - \$35
15. Conduct Violation - \$125
16. Licenses - Failure to provide copies of legal and health department required documents will result in loss of market space until such documents are in order.
17. BCFM, its staff and representatives, are not liable for any damages, loss of earnings, or other loss by a vendor subsequent to application of the Rules and Regulations of BCFM. Nor are BCFM, its staff and representatives liable in any manner for their non-adherence to these rules which shall be interpreted and applied at their sole discretion.
18. Insurance: All vendors are required to provide a Certificate of Liability Insurance in the amount of one million dollars (\$1,000,000) or greater for each market attended. BCFM must be named as an "Additional Insured" on the Certificate as demonstrated below:

Boulder County Farmers Market
1821 Lefthand Circle, Suite D
Longmont, CO 80501

5. Finance

A. Fee Bag Process

A bank bag for fee payment will be provided during market hours. If a bank bag is not provided, the vendor is responsible for notifying staff and obtaining one before the end of the market. Blank fee slips are included inside the bag. All the slips inside are the same. Complete one copy of the form, writing clearly, and making sure the company or business name, date, and gross sales figures are on the form. Complete the additional information requested. Put the fee slip into the clear window on the front of the bag, folded so that the business name can be read. Vendors may use an extra form, if available, as a receipt for record keeping but the remainder of the slips must be left in the bag. Any person who will be

filling out fee slips needs to read these instructions and ensure they can properly complete the fee slip, including employees or representatives.

The completed fee slip, bank bag, and all fees must be given to either the Bag Verification staff or placed in the BCFM labelled Fee Bag Drop Box at the BCFM market booth table no sooner than the end of each market day. General market staff cannot receive the bank bags any time during or after the market. BCFM market verification staff, when present, will verify the bag's contents upon request. If the vendor does not have contents verified by BCFM bag verification staff, the vendor must sign the bottom of the slip waiving their right to dispute the contents of the bag. Any changes made to the slip will be initialled by both BCFM bag verification staff and the vendor.

All fees must be paid by a signed check so be sure to bring a check to each market. BCFM does not accept cash payments. Any cash payments submitted will not be credited to the vendor's account and we cannot be responsible for this cash.

We have a log & lockbox at our headquarters at 1821 Lefthand Circle, Suite D. We do allow the drop off (not mailing) of bags during designated times and days according to when staff is present (email finance@bcfm.org for current days and times). You must log in your bag and place it in the locked drop box on the floor to the right as you walk through the door. All late fees according to the date the bag is dropped off apply.

If providing a weekly check is not possible, vendors may prepay their account with a check given in their market bag in advance of the fees being due. Vendors must keep track of their balance and replenish it as needed to maintain a positive balance. Fee bags, slips, or daily fees submitted to BCFM later than seven days from the market date are assessed a \$15 fee for each fee bag submitted later than 7 days. Please note that vendors having fees or fee slips and bags 19 or more days outstanding will not be allowed to set up at the market(s) if payment is not received by Thursday at 5pm. Notice will be given to vendors via email. Setting up at the market with bags that are more than 19 days outstanding will result in a \$125 conduct penalty.

As a courtesy, an invoice and credit memo will be emailed by the BCFM finance and accounting department for each market. The credit memo and invoice will likely not be sent within the 7 day grace period, so waiting to pay with a courtesy invoice will result in a \$15 late fee per market per date. It is the vendor's responsibility to pay within the grace period so that they will be assessed a late fee.

If the physical bag is not turned in with a fee slip or your bag is missing for 14 days, a \$35 lost bag fee will be charged. You may receive those funds back if you later locate and turn in the bag clearly marked with your name.

Please note that we do not accept mailed fee bags, mailed fee slips, mailed currencies or mailed checks, since there is a history of bags and checks that BCFM was informed were sent not being received in the mail. Additionally, we do not accept fee slips emailed to us, since we need all the physical information in hand for it to be considered on time and processed.

Please do not place anything in our small mailbox outside the building (there is not room for a fee bag nor is it permitted to be used per the US Postal Service) and do not hand your fee bag

to anyone at the warehouse or place it anywhere other than the designated marked locked fee bag box inside the warehouse, located at 1821 Lefthand Circle, Suite D, Longmont, during to be determined days and times people will be present to unlock the door (email finance@bcfm.org). Fill out the log on top of the lock box to log in your fee bag.

If you are participating in our Online Markets, please know that the accounting systems of these markets are separate and distinct from those of the on street markets. To that end, we cannot take any amount that you owe for the on street market and subtract it from the amount we owe you in the Online Markets.

We will email a statement each month by the 25th day of the following month. Upon receiving a statement, if you would like your credit balance refunded, please email finance@bcfm.org with that request and you will be mailed a check by the 25th. If you would like the credit balance returned every month, please email finance@bcfm.org one time per year and you will be placed on a recurring credit balance refund list.

B. Market Currencies

BCFM markets use a number of currencies as listed below. These currencies are all very different because they come from different funders/grantors. These currencies allow for the increase of your sales by bringing new customers that would not otherwise be purchasing items at our markets.

All vendors are required to accept any currency which can be used for qualifying purchases at our markets. BCFM will not reimburse your business if you accept the wrong currency. It is the vendor's responsibility, and that of their employees and representatives to know what currencies they can and cannot accept. Vendor questions regarding use of currencies can be directed to the Food Access Coordinator (foodaccess@bcfm.org) or the Finance Director (finance@bcfm.org) at the BCFM office. Please do not ask On Street Market staff what you can accept, since that is not their specialty.

BCFM market bucks, BCFM SNAP vouchers, BCFM Double Up Food Bucks green and white vouchers, BCFM WIC vouchers, BCFM Veggie Buck vouchers, FMNP/Colorado WIC vouchers, Fruit & Veg Bucks vouchers (dark maroon) and checks for payment included in your fee bag are credited to your account at full face value when accepted for qualified purchases.

Fees and payments are entered weekly by BCFM accounting staff into the accounting system for the purpose of good recordkeeping and reporting to our grantors. As a courtesy, an invoice and credit memo will be generated by the BCFM office and emailed for each market.

BCFM Market Bucks: Some vendors do not currently accept direct credit card payments. Market Bucks are a BCFM generated currency that are provided as a service to both customers and vendors to permit customers who do not have cash to purchase market products. Market Bucks shall be **accepted by all vendors** for any purchase at the market.

BCFM WIC (Women, Infant and Children): BCFM WIC currency can be used to purchase grown edible products such as fruits, vegetables, grains, meats, dairy, eggs, mushrooms, and micro-greens). Vendors shall **not** accept WIC bucks for prepared foods, packaged foods, honey,

herbs, cured meats, non-edible items, alcohol, potted plants including food producing plants, and plant starts.

BCFM SNAP: BCFM SNAP (Supplemental Nutrition Assistance Program) vouchers can be used to purchase all food items that can be taken home for future consumption, including live or cut herbs and other plants that will produce food. SNAP cannot be used to purchase food designed for immediate consumption (examples: prepared food, popsicles and beverages to be consumed at market, etc). Vendors shall not accept SNAP vouchers for alcohol.

BCFM Double Up Food Bucks (DUFEB): These vouchers are issued to SNAP recipients. BCFM DUFEB (dark green, not orange) can be used to purchase fresh fruits and vegetables, fresh cut herbs and food producing plants. Purchase of meats, dairy, eggs, cheese, packaged products, prepared products, herbs, honey, alcohol, other beverages, and non-edible items is not allowed.

Fruit and Veg Bucks (dark maroon): Boulder County Public Health identifies individuals who fall in the “SNAP Gap” (those who make just enough money to not qualify for SNAP, but who still experience food insecurity) and issues Fruit and Veg Bucks to be used at the farmers market and participating grocery stores. Vendors shall accept Fruit and Veg vouchers for fresh fruits and vegetables only. Purchase of meats, dairy, eggs, cheese, packaged products, prepared products, honey, alcohol, food producing plants, other beverages, and non-edible items is not allowed.

Veggie Bucks: Veggie Buck vouchers are used to fulfill grants from partner agencies (City Of Boulder, City Of Longmont, Harvest of Hope, Boulder Parks & Rec, as well as WIC veggie bucks, etc.) Vendors shall accept Veggie Buck vouchers for fresh fruits and vegetables, fresh cut herbs and food producing plants. Purchase of meats, dairy, eggs, cheese, packaged products, prepared products, honey, alcohol, other beverages, and non-edible items is not allowed.

FMNP/Colorado “WIC”: Though this is called a WIC buck, these are only eligible for the purchases of fresh fruits & vegetables. **Purchase of meats, dairy, eggs, cheese**, packaged products, prepared products, food producing plants, honey, alcohol, other beverages, popsicles, and non-edible items **is NOT allowed**.

These bucks have a firm expiration date and therefore must be turned in with a fee bag before the expiration date in order that BCFM can receive reimbursement and reimburse the food producer.

C. Taxes

Vendors are responsible for determining taxes and amounts due as well as filing all sales and income tax returns. Any questions regarding which taxes are due for products sold at each market, what the rates are, and how to file should be directed to the vendor’s tax professional. Similarly, vendors are responsible for collecting and paying any applicable taxes (ie sales and income). However, per BCFM’s agreement with the City of Boulder, BCFM will collect sales tax from Producers at the Boulder markets for remittance to the City of Boulder. These collections are paid directly to the City of Boulder by BCFM.

6. Appendix

Please [follow this link](#) for the folder of required and downloadable documents, or the links below.

- [Zero Waste Agreement](#)
- [Completed BCPH Form](#) (new vendors only)
- Fire Code (Boulder-specific, pending approval)
- [Product/Sourcing list](#) (packaged and prepared vendors only)
- [Crop List](#) (producers, curbside only)
- [Beekeeper and Yard info](#) (apiaries only)
- Liability Insurance with BCFM listed as additionally insured for \$1,000,000
- Current and applicable state and city sales tax licensure
- Current and applicable food licensure
- Commissary Agreement (packaged and prepared food vendors only; n/a Cottage Food)
- Map and/or lease of farmed property (farmer/rancher_
- Organic and/or Biodynamic Certifications, if applicable
- Colorado local invoices reflecting local ingredient purchases
- Weights and Measures certificate, if applicable
- Temporary Tasting Permit (alcohol vendors only)

7. Sign and Agree

BCFM reserves the right to change these Rules and Regulations at any time as necessary to meet any and all legal, compliance, or operational requirements.

RESALE IS STRICTLY PROHIBITED AT ALL BCFM MARKETS

I have read, understand, and agree to comply with the Boulder County Farmers' Markets 2020 Rules and Regulations. Furthermore, I will not resell any products at the Boulder County Farmers' Markets, except as expressly permitted in the Rules and Regulations. This may also be submitted electronically.

Sign: _____ Date _____

Print Name: _____

Print Business Name: _____

