



**Boulder County Farmers Markets**

**2024**

Rules, Regulations & Operations  
for  
Food Vendors

Boulder, Longmont & Winter Market

## Table of Contents

<b><u>1. Executive Summary</u></b>	<b>3</b>
<b><u>2. Who We Are: Mission, Vision, Spirit, Principles</u></b>	<b>7</b>
A. Our Values & Commitments	7
B. How We Define Local	7
<b><u>3. How to Become a Vendor</u></b>	<b>8</b>
A. Application Process & Evaluation	8
B. Required Documents—Applicants & Accepted Vendors	
C. Market Information	12
D. Vendor Types	13
E. Membership Types	14
<b><u>4. Market Expectations</u></b>	<b>14</b>
A. What Can Be Sold at Markets	
B. Product Approvals & Changes	18
C. Space Allocations	18
<b><u>5. Market Operations &amp; Compliance</u></b>	
A. Setup & Breakdown	20
B. All Weather Markets	20
C. Vendor Expectations at Markets	21
D. Conditions & Liability	24
<b><u>6. Finance</u></b>	<b>25</b>
A. Vendor Fees	25
B. Fee Bag Process	29
C. Market Currencies	30
D. Taxes	31
E. Market Currencies	
7. Appendix	
<b>8. Sign and Agree</b>	<b>24</b>

## 1. Executive Summary

**About:** Boulder County Farmers Markets (BCFM) is a non-profit organization that operates seasonal farmers markets and a year-round local food hub. We operate producer-only markets: our farmers and ranchers grow their own produce and raise their own animals and our pantry and ready-to-eat food vendors craft their food locally in Colorado. BCFM is a membership-operated organization.

Helpful resources about BCFM and our markets:

- **Website:** [bcfm.org](https://bcfm.org)
- **Mailing Address (Headquarters):** 1821 Lefthand Circle Suite D, Longmont CO 80501
- **Staff** (including email addresses): <https://bcfm.org/about/about-us/>
- **General Email:** [hello@bcfm.org](mailto:hello@bcfm.org)
- **Colorado and Producer-only:** We only accept vendors who produce their own food (no-reselling) in Colorado.

**Becoming a vendor:** Guest vendors and members are selected by the Boulder County Farmers Markets Board of Directors through an annual competitive application process. Applications open in November and vendors are selected by mid-February for our upcoming season, which runs from the first week in April through second week of November (34 weeks | Saturday Markets) and from the first week in May-first week in October (28 weeks | Wednesday Market). Winter Market takes place over two days the first week of December.

**Financials, Fees and Fines:** We have a shared success model, which means that our vendors pay fees to support market operations. All application fees are non-refundable and due at the time of application. All market vendors are responsible for tracking and reporting gross sales (total daily sales across all platforms—cash, credit and market currencies). Market vendors are responsible for adhering to community guidelines and failure to do so may result in a fine.

**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.

**Vendor members (voting & non-voting):** Approved, full-time producer, pantry and ready-to-eat food vendors are members. “Full-time” is defined as participating in at least 90% of committed market dates and fully paying market fees. Market fees for vendor members are described below.

**Guest vendors:** Producer, pantry and ready-to-eat food vendors participating in a limited number of markets throughout the season. Market guests are recommended by the Board and considered at staff discretion. Market fees for guest vendors are described below.

**We Appreciate You:** Our mission is to support, promote, and expand local agriculture, making fresh products accessible to our community, and strengthening relationships between local food producers and food consumers. We could not do this without our vendors, customers and community partners!

## 2024 Flat Fees

2024 Vendor Categories		
Producer	Pantry	Ready to Eat
Vendor selling their own local agricultural products, including fresh fruit and vegetables, dairy, meat, honey, and plant starts.	Vendor selling shelf-stable products not intended to be eaten onsite, for example sealed and/or jarred foods, packaged spices, etc.	Vendor selling product(s) that is packaged minimally in order to be eaten onsite—this includes prepared food, unpackaged desserts and bakery items.

In 2024, we are transitioning our financial operations from multiple and variable fees to a flat fee structure in order to meet our mission and best serve our vendor community. This transition will eliminate minimum daily fees, space fees, and the need to calculate variable daily fees after every market entirely. Flat fees are based on vendor type (producer, pantry, ready-to-eat) and a 10x10 booth. Fees scale based on increasing booth size ( 2x rate for 20 ft, 3x rate for 30 ft, etc.). We will pilot the following flat fee rates in 2024:

2024 Flat Fee Rates (Per-Market)				
	BSAT	LSAT	BWED	Guest Fees
<b>Producers</b>	\$75	\$75	\$50	\$50
<b>Ready to Eat</b>	\$175	\$175	\$100	\$100
<b>Pantry</b>	\$150	\$150	\$100	\$100

Space Fee Multiplier	
	All
<b>10 ft</b>	1
<b>15 ft</b>	1.5
<b>20 ft</b>	2
<b>25 ft</b>	2.5
<b>30 ft</b>	3.5
<b>40 ft</b>	5

**Fines & Penalties:** Fines and penalties are assessed to ensure that our markets are safe, healthy, financially strong, and supportive of all of our vendors and customers. Market staff will issue a written or verbal warning the first time a vendor violates a specific market rule, before assessing a fine on the second failure to comply with market Rules & Regulations. A vendor will not receive a written or verbal warning before a fee is assessed for serious health and safety or conduct issues. All participants and staff communicate respectfully. Patronizing and degrading language, yelling, and any threatening or demeaning behavior are not tolerated.

<b>Market Fines &amp; Penalties</b>		
Community Value	Fine Reason	Fine Amount
Shared-success financial model	All market vendors are responsible for accurately tracking and reporting gross sales (total daily sales across all platforms–cash, credit and market currencies).	\$25–accurate tracking, \$15 gross sales reported +1 month after market
Market community	Failure to operate the whole duration of market hours (arrive late or pack-up early)	\$35
Market community	Failure to email Operations with required notice when not attending the market	<b>\$50–late cancel</b> (24 hrs for producers (8 a.m day prior to the market), 48 hrs ready to eat vendors ( 8 a.m two days prior to the market)) <b>\$75–no call, no show</b>
Health & Safety	Failure to follow safety procedures (tent weights, cord covers, or as observed)	\$35
Market community	Selling before market opening or after market close	\$25
Health & Safety	Pet at market booth that is not providing service as a service animal	\$50
Health & Safety	Health violation	\$35
Health & Safety	Parking violation	\$50
Health & Safety	Driving through the market in an unsafe way (during market operations, outside of approved time frame for setup & breakdown)	\$150
Shared-success financial model	Returned checks/ declined payment	\$35- returned pay checks, \$10-denied online transactions

Customer service	Improper signage–failure to display price, business name or other signage (pg. 24)	\$25
Market community	Selling unapproved product	\$200
Market community	Conduct violation	\$200
Health & Safety	Licenses - Failure to provide copies of legal and health dept documents	Loss of space until in order

## 2. Who We Are: Boulder County Farmers Markets

Boulder County Farmers Markets is a non-profit organization that operates seasonal farmers markets and a year-round food hub with the goal of connecting local farmers, producers and eaters. We are passionate about strengthening our food system by fulfilling our mission: to support, promote, and expand local agriculture, make fresh products accessible to our community, and to strengthen relationships between local food producers and food consumers.

Our vision 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 recognized as a thought-leader and innovator in the local foodshed

### A. Our Values & Commitments

Boulder County Farmers Markets staff and board acts in a manner that is consistent, reliable and fair to all vendors. As a community, all participants agree to communicate respectfully and prioritize the good of the entire market community. Our values guide how we achieve this mission. As a community, we will:

- Promote access to fresh, locally produced food for everyone
- Practice high standards of transparency and integrity in how our food is produced and how we communicate this information to customers
- Act with respect and appreciation toward vendors, customers, partners, visitors and staff
- Prioritize community in our actions and intent: markets are collaborative efforts that benefit all participants as a community. Collective interests take priority over individual interests. We are supportive, collaborative, and welcoming
- Seek excellence and try new things to serve our mission and our community

### B. How We Define Local

Boulder County Farmers Markets defines “local” as food grown and/or produced in Colorado, with preference given to vendors from Boulder County. The BCFM Board of Directors will consider proximity to Boulder County, in addition to a vendor’s history with our markets and the product category needs (market mix) when accepting vendors for the season. An example of non-Boulder County vendors that will be considered are 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. Pantry and ready-to-eat 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.

We prioritize vendors and products that have more hands-on involvement in the creation of their product from start to finish. We assess "locally produced" pantry and ready-to-eat food vendors based on local sourcing and meaningful local transformation of ingredients. For example, we select coffee vendors that roast their own beans and prioritize vendors that include locally sourced agricultural products like ice cream made with Colorado peaches.

### **Vendor Visits & Audits**

We uphold our mission of supporting local agriculture and operating producer-only markets by performing regular site visits and audits. On behalf of the Board, BCFM staff and designees regularly visit our vendors' farms and places of business to get to know our producers and ensure that they are growing, raising, and crafting their product. Vendors will be notified in advance of site visits. Visits are scheduled for:

1. All new vendors shall be visited in their first year at the market; samples will be requested from prepared and packaged vendors.
2. Every vendor shall be visited no less than once every five 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.

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. BCFM staff and/or board may visit a vendor's facility more than once in the same season and also request seed and ingredient purchasing history.

### **Online Market & Local Food Hub**

We encourage market vendors to sell to consumers via our online marketplace. See page 24 for more information and consult our [Online Market & Local Food Hub Rules and Regulations](#) for details.

## **3. How to Become a Vendor**

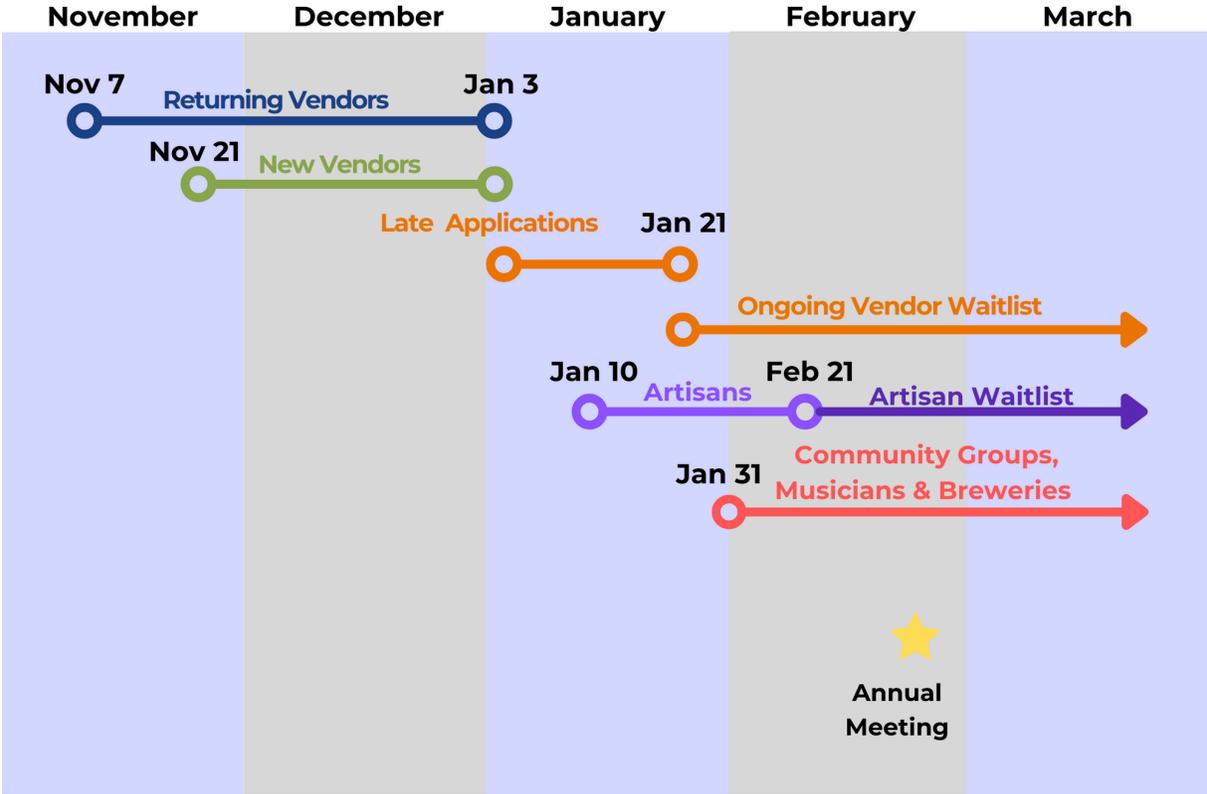
### **A. Application Process & Evaluation**

Participation in BCFM markets is by application and approval by the BCFM Board. For all markets, highest priority will be given to Boulder County producers, existing members in good standing, and producers fulfilling product specific needs. At the time of application and at the

end of every market season, BCFM staff and board review each vendor’s conduct, product quality, growth and commitment to our mission and community.

**Application Process**

**2024 Season Application Windows for BCFM**



1. **All businesses must submit an annual application:** All producers and prepared/packed businesses, 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 have an account in good standing with no outstanding balance owed.
2. **Our application process is rigorous, because we are producer-only:** BCFM’s commitment to being a producer-only marketplace requires a thorough application process and we appreciate your thorough completion of your application.
3. **Applications and fees are annual, non-refundable** and can be paid online ACH, via credit card (convenience fees apply) and via check. An annual non-refundable \$100 application fee is paid by each vendor for application to BCFM. Applicants may apply to multiple markets with that single application fee at no extra cost. Application fees are due at the time of application. **Late applications will be charged an additional \$100 late fee:** 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.
4. **Applications submitted during the regular application period receive priority:** Please see our website for each season’s regular application dates, which run from November- early January. Applications that are received after the regular application

period will be addressed by the board during regular meetings and can take 2-6 weeks to process. Interested vendors may ask and be advised as to whether or not application meets BCFM criteria for producer markets before submitting a late or waitlist application

5. **The BCFM Board reviews and approves applications annually:** We select vendors who are providing a high-quality locally produced product, increasing local food access, and investing in the market community. All final application approvals are made by the BCFM Board of Directors.
6. **Vendors are accepted into specific markets in early February.** Accepted vendors will receive market-specific information and be expected to pay space and daily fees.
7. **Vendors can request to be added to our waitlist for markets/ additional markets at no additional cost** and will be notified of new and/or unexpected opportunities at our markets. Vendors must meet all application criteria, be in good standing, and are not guaranteed specific dates in advance of the season. Vendors selected to participate from the waitlist will be given at least 48 hours of notice for on-street market dates and will be subject to all typical market fees and food access program standards.
8. **Market vendors are evaluated annually.** Our commitment to our vendor community is transparency and consistency regarding our rules and processes for accepting, denying and waitlisting applications.

**Vendor Waitlist:** Applicants that are not selected to be full-time or guest vendors, or that apply during the regular season may elect to join the BCFM vendor waitlist. Applicants who meet the mission and goals of the organization and elect to join the waitlist will be contacted with opportunities to join markets in order to meet unexpected customer requests for a product, cover the unexpected loss of a vendor due to unforeseen circumstances, and/or encourage growth at specific markets.

Waitlist vendor applications will be collected on a rolling basis. Applications received through the month will be collected and assessed by staff and the Board. All new applicants for the previous month will be sent to the Board the penultimate week of each month and approved/denied by the Board during regular monthly meetings, which take place the second Monday of the month. Application fee and other fees will be assessed at the time of Board approval.

### **Vendor Evaluation & Application Criteria**

BCFM staff, board, and vendors work together to increase the availability of high-quality local foods to our community at our markets. Individual vendors' efforts and offerings impact our entire community. At the end of every market season, BCFM staff and board review each vendor's conduct, product quality and commitment to mission. Vendors and applications are reviewed annually based on the criteria below.

Vendor Evaluation Criteria	Scoring Metric	When Evaluated
<b>Producer-only:</b> You grow your own produce and raise your own animals; prepare and package your own food locally.	<b>Yes/No</b> (No reselling at BCFM markets is allowed.)	At time of application, in annual evaluation and periodic site visits
<b>Local:</b> You believe in our mission of supporting local agriculture in the Front Range and Colorado; grow, produce, and source as much as possible in Boulder County.	<b>Yes/No</b> (Local sourcing/producing locally is a requirement)	At time of application, in annual evaluation and through periodic site visits
<b>Quality:</b> You offer high-quality products and ingredients that are delicious, minimally processed, support customer demand, and provide a well-rounded grocery basket	<b>20%</b> (0-20 points)	At time of application & in annual evaluation
<b>Community conduct and commitment:</b> You practice high standards of customer service; treat vendors, customers, partners, visitors and BCFM staff with respect and appreciation; participate in market-wide initiatives; and prioritize community in actions and intent.	<b>30%</b> (0-30 points)	At time of application & in annual evaluation
<b>Core Business:</b> You are committed to and follow BCFM's financial guidelines (turning fee bags and paying on-time); demonstrate strong customer demand year-over-year; and meet minimum sales thresholds when applicable.	<b>20%</b> (0-20 points)	At time of application & in annual evaluation
<b>Attendance:</b> Attended at least 90% of market dates - i.e. 30 of 34 markets - per vendors schedule	<b>15%</b> (0-15 points)	At time of application & in annual evaluation
<b>Market Mix:</b> You offer a product that contributes to the overall market mix/fills a category need and supports a grocery shopping environment	<b>15%</b> (0-15 points)	At time of application & in annual evaluation

**B. Required Documents—Applicants & Accepted Vendors**

<b>Vendor Type</b>	<b>Document</b>	<b>Due Date</b>	<b>Boulder Saturday</b>	<b>Longmont Saturday</b>	<b>Boulder Wednesday</b>
<b>Producers</b>	Crop/Product List	At time of application	✓	✓	✓
	Map and/or Lease of Farmed Property (see Vendor Compliance section)	At time of application	✓	✓	✓
	Organic or Biodynamic certifications (if applicable)	At time of application	✓	✓	✓
	Health department license, proof of USDA processing facility, egg dealer license (if applicable)		✓	✓	✓
	City of Boulder Sales Tax License	Preferred at the time of application, due upon approval	✓	X	✓
	Weights & Measures (if applicable)	Preferred at the time of application, due upon approval	✓	✓	✓
	Signed Rules & Regulations	At the time of approval	✓	✓	✓
	Current Liability Insurance	At the time of approval	✓	✓	✓
	Boulder Fire Code* documentation—see <a href="#">Appendix (6)</a> section	At the time of approval	✓		✓

Vendor Type	Document	Due Date	Boulder Saturday	Longmont Saturday	Boulder Wednesday
Pantry & Ready-to-Eat vendors	Product List/Menu, Ingredient List	At time of application	✓	✓	✓
	Copy of Commissary Agreement (or CO Cottage Food Safety Training Cert)	At time of application	✓	✓	✓
	City Sales Tax License	Preferred at the time of application, due upon approval	✓	—	✓
	State Sales Tax License	Preferred at the time of application, due upon approval	✓	✓	✓
	Food License	Preferred at the time of application, due upon approval	✓	✓	✓
	Signed Rules & Regulations	At the time of approval	✓	✓	✓
	Current Liability Insurance	At the time of approval	✓	✓	✓
	Boulder Fire Code* documentation—see <a href="#">Appendix (6)</a> section	At the time of approval	✓	—	✓

### C. Market Information

	<b>Boulder Saturday</b>	<b>Boulder Wednesday</b>	<b>Longmont Saturday</b>	<b>Winter Market</b>
<b>Time</b>	8am-2pm	3:30pm-7:30pm	8am-1pm	9am-3pm
<b>Dates</b>	Saturdays April 6 - November 23, 2024	Wednesdays May 1 - October 2, 2024	Saturdays April 6 - November 23, 2024	
<b>Location</b>	13th St. between Canyon & Arapahoe Ave, Boulder	13th St. between Canyon & Arapahoe Ave, Boulder	Boulder County Fairgrounds, 9595 Nelson Rd., Longmont	Boulder County Fairgrounds, Exhibit Bldg, 9595 Nelson Rd., Longmont

### D. Vendor Types

BCFM admits several vendor types to our markets and each type has a differing application criteria 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.
  - c. *Seasonal Producer*: Any entity that grows its own product as described above and offers a specialty and/or seasonal farm product that is unavailable for the entirety of the market season.
  - d. *Beginning, Socially Disadvantaged, and Veteran Producer*: Farmers and ranchers who self-identify as beginning, socially disadvantaged, and/or veteran producers who grow their own produce and/or raise their own livestock and also meet USDA guidelines for producers who have historically experienced limited access to programs and services.
2. *Pantry vendors*: These entities prepare and package food themselves in compliance with [BCFM's co-packing guidelines](#) for home consumption. Pantry products are not intended to

be consumed onsite at the market. Local sourcing of ingredients is encouraged and given preference in the application process.

3. *Ready-to-Eat vendors*: These entities prepare food at the market for consumption on the premises. This includes prepared food and beverages, unpackaged desserts and bakery items. Local sourcing of ingredients is encouraged and given preference in the application process.
4. *Youth Member*: Young farmers, 22 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 if under age of 18.
5. *Market Guests*: Producers with crops with a limited production season, or pantry and ready-to-eat food 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.
6. *Producer Cooperatives*: Farm or ranch cooperatives that are owned and controlled by farmers and operate for the mutual benefit of its members and are selling products that they have grown on land they own or substantially control. Cooperative or shared-booth models will only be permitted under the following one or more conditions and will be evaluated on a case-by-case basis with the BCFM Board of Directors: 1) new farmers that have been operating for under 3 years or grow on less than one acre; 2) new farmers enrolled in an approved beginner farmer program; 3) socially disadvantaged and/or veteran producers with products that have a demonstrated need at BCFM markets.

#### **D. BCFM Membership Types**

Full-time, accepted vendors are members of Boulder County Farmers Markets for the season. BCFM has two types of memberships:

1. 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. Producers maintain voting membership by attending 90% of committed market days and by fully paying market fees. Voting Members are eligible to receive an assigned space.-Only one membership (vote) will be extended per producer entity.

2. **Non-Voting Members:** Pantry and Ready-to-Eat food vendors who are accepted as full-time vendors are Non-Voting Members. Non-voting members are important members of our community and are eligible to participate in BCFM activities, such as town-hall meetings, board committees and service surveys, and provide strategic feedback to BCFM. Attendance for pantry and ready-to-eat food vendors is based on the entire 34-week market season. pantry and ready-to-eat food vendors are expected to attend 90% of their assigned market dates to remain in good standing.

All other vendors are considered market guests. Market guests may receive board nominations to become members during the season, based on performance and market need.

## 4. Market Expectations

### A. What Can Be Sold at Markets

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. Canned/bottled beverages must be approved and follow all standards set forth below.

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, 70% 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, CBD, or psilocybin may be sold at markets.

## **B. Product Approvals & Changes**

All items a vendor wants approved MUST be listed in their application for a given season - failure to list a product means that product is not approved with their initial application and must be considered separately as outlined below. All products sold by a vendor at market 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.

Vendors may only sell and/or display items that have been approved; non-approved products are subject to fines & fees. No outside sales or soliciting for sales of unapproved items are allowed without explicit permission from BCFM staff.

**Vendors can request product additions and changes:** To request additions and/or category changes, the vendor should submit a written request to the Market Manager via email ([boulder@bcfm.org](mailto:boulder@bcfm.org) | [longmont@bcfm.org](mailto:longmont@bcfm.org)).

- Category changes/additions are approved by the board. An example of a category change: A pantry food vendor approved to sell granola making a request to add yogurt to their market offerings.
- Reasonable product additions within the vendor’s approved category and offers can be approved by the market manager. An example of a reasonable product addition is a mixed vegetable farmer wanting to bring squash, which was not listed in their initial application.

Requests will be reviewed by the Board during regular meetings and written approval/denial will be provided after deliberation. The process to request product changes and additions is:

- **Step 1: Product change request is received by market manager**– via email ([boulder@bcfm.org](mailto:boulder@bcfm.org) and/or [longmont@bcfm.org](mailto:longmont@bcfm.org))
- **Step 2: The board will review** and approve/decline new products on a monthly basis. Once approved, products can be offered at the market.
- **Step 3: New approved product is available at the market (s)**. Thanks for following this process and respecting BCFM’s role in curating the market mix.
- **Optional Step 4: Product decision appeals** may be submitted to the Membership Committee of the Board ([board@bcfm.org](mailto:board@bcfm.org)).

### C. Space Allocations

Space allocation has two aspects: square footage and location. Markets have sales threshold requirements for space size qualification. Sales thresholds are determined annually by BCFM’s Board of Directors based on market sales trends. 2024 sales thresholds are below:

		Boulder Saturday	Boulder Wednesday	Longmont Saturday
<i>Producer</i>	10' x 10'	no sales threshold		
	10' x 15'	\$17,500	\$15,000	n/a
	10' x 20'	\$30,000*	\$20,000	\$25,000

	10' x 25'	\$50,000*	\$27,000	n/a
	10' x 30'	\$60,000*	\$35,000	\$75,000**
	10' x 40'	\$125,000*	\$75,000	\$95,000**
<i>Pantry &amp; Ready to Eat Vendors</i>	10' x 10'	\$10,000	\$0	\$7,500
	10' x 15'	\$40,000	\$0	\$25,000

We also consider the following when determining space allocation and vendor placement:

1. **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.
2. **Our market locations have physical quirks that require creative solutions.** 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.
3. **Large vendor booths are limited and prioritize produce.** Producer members who only sell meat or specialty products cannot qualify for more than 20 ft as additional linear footage will be reserved for producer members with a high variety and volume of displayed agricultural product.
4. **Sales thresholds and product mix matters in space assignments.** 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 staff discretion. If a space is not utilized in its entirety at a market by a vendor, staff may fill the space with another vendor or community group.
5. **BCFM staff curate markets, including by allocating space.** Any vendor without an assigned space will be provided a space by BCFM staff. 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 space changes.
6. **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.

## 5. Market Operations & Compliance

### A. Setup & Breakdown

Vendors must arrive and be ready to sell by 8:00 a.m. on Saturdays, and by 3:00 p.m. on weekdays. Vendors shall start and stop all selling promptly at the opening and close of the markets. Individual market schedules are:

<p><i>Boulder Saturday</i></p> <ul style="list-style-type: none"> <li>● <b>6:00-7:30 am:</b> Street access is available for setup</li> <li>● <b>7:45 am:</b> Street access closes to motor vehicle traffic</li> <li>● <b>8:00 am:</b> Market begins</li> <li>● <b>2:00 pm:</b> Market closes. For safety reasons, motor vehicles must wait 15 minutes after closing time to depart</li> <li>● <b>2:15–3:45 pm:</b> Tear down occurs, street access is available</li> <li>● <b>4:00 pm:</b> Vendors must be packed up and off of the street</li> </ul>	<p><i>Boulder Wednesday</i></p> <ul style="list-style-type: none"> <li>● <b>2:00–3:20 pm:</b> Street access is available for setup</li> <li>● <b>3:20 pm:</b> Street access closes to motor vehicle traffic</li> <li>● <b>3:30 pm:</b> Market begins</li> <li>● <b>7:30 pm:</b> Market closes. For safety reasons, motor vehicles must wait 15 minutes after closing time to depart</li> <li>● <b>7:30-:8:30 pm:</b> Tear down occurs, street access is available</li> <li>● <b>9:00 pm:</b> Vendors must be packed up and off of the street</li> </ul>
<p><i>Longmont Saturday</i></p> <ul style="list-style-type: none"> <li>● <b>6:00-7:30 am:</b> Market setup</li> <li>● <b>8:00 am:</b> Market begins</li> <li>● <b>1:00 pm:</b> Market closes.</li> <li>● <b>1:05–2:30 pm:</b> Tear down occurs</li> </ul>	<p><i>Winter Market</i></p> <ul style="list-style-type: none"> <li>● <b>10 am- 6 pm (Day before)</b> Market setup</li> <li>● <b>7:00-8:50 am:</b> setup</li> <li>● <b>9:00 am:</b> Market opens</li> <li>● <b>3:00 pm:</b> Market closes.</li> <li>● <b>3:15 pm-7 pm (Sunday):</b> Market teardown</li> </ul>

### B. All Weather Markets

Markets will remain open during inclement weather. We consider ourselves incredibly fortunate to have customers who are willing to show up in rain, wind, and snow and our staff and vendors do the same in return. Same day cancellations, leaving early, or arriving late due to inclement weather will incur a fee.

The safety of our community is our first priority. There are some conditions that may require BCFM to cancel a market, either before the market day or after the market opens.

1. **Extreme Weather Conditions & Delayed Start:** Should the need arise due to extreme conditions or other short-term emergencies, Boulder County Farmers Markets may implement a two-hour delayed start procedure for all markets. A decision about any

delayed start will be made and announced by 6:00 p.m. the night before the market and communicated via email by the Market Manager. All delayed starts will be two-hour delayed starts.

2. **Unpleasant vs. Unsafe Conditions:** Should there be a life-threatening event in the area, the markets will close. Examples of life-threatening events include lightning in close proximity to the market, blizzard conditions, flood, and/or wildfire evacuation. 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 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. Vendors are expected to participate for the entirety of the market hours unless markets close early.

### C. Vendor Expectations at Markets

Markets are community spaces and we rely on all members of our community to work together in adherence to our community values and Rules & Regulations. Listed below are several community expectations for successful market participation, please see appendix 6 for fines and fees related to these expectations:

**Market Attendance & Refunds:** Every year, BCFM receives more vendor applications than we can accommodate given our limited space. We select both our full time and guest vendors carefully to ensure a diverse mix of products and vendors and expect vendors to honor their commitments by attending all of their committed dates for the season. **Vendors that do not honor their committed market dates will lose full-time status.** Per market flat fees will be assessed for all scheduled market dates in a vendor's season (which we understand can vary based on unique growing season and/or absences previously discussed with BCFM staff). We will not refund market fees for more than two cancellations even with appropriate notice. Fees collected for unattended markets will go into the Vendor Assistance Fund.

**Cancellations with Notice:** Thank you for honoring your commitment to participate in a market by attending and providing adequate notice of cancellation. Our vendor cancellation policy is:

- **Pantry/Ready to Eat Vendors:** If a vendor cannot attend a particular market day, they must provide 48 hours' advance **written** notice prior to the beginning of the market to their Market Manager.
- **Producers:** If a producer plans to not attend a particular market day, once their season officially starts, they must provide 24 hours' **written** notice prior to the beginning of the market to their Market Manager.

Failure to provide adequate notice will result in the forfeiture of the option for fee refund even if the vendor is within the threshold of allowed absences. In other words, if you do not provide proper notice of absence, you will still be responsible for that market's fee, regardless if you have never canceled before. No refunds will be given for failure to attend or for inclement weather.

Exceptions for emergencies are made at the staff's discretion. We are committed to keeping our community healthy and safe, and ask that you provide as much notice as possible for medical emergencies, including positive COVID-19 diagnosis.

**Respectful and Collaborative Communication:** 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. The market community is expected to represent the markets and other market vendors in a respectful and community-focused manner.

**Music at the Market:** BCFM books paid musicians for each market. No playing of electronic music or sound recordings at vendor stands is allowed during market operating hours.

**Pets at Market:** Our markets are pet-free. Please do not bring pets to market.

**Farm Animals at Market:** Requests to bring live animals for educational purposes may be made in writing to the market manager, at least two weeks in advance of the affected market. Live animals are permitted only with express and written approval, 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:** Vendors 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.
- Members 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 market 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.

**Organic & Biodynamic Claims and Marketing:** 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. 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.

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.

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.

**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:** To maximize customer 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.

- **Boulder:** Limited 13th Street Parking behind a vendor’s booth is by request and approval only. Producers with high volume products will be given preference and all other requests are at the discretion of BCFM Staff. All vendors who park on 13th Street must leave 18 inches between their vehicle and sidewalk as per our city lease.
- **Longmont:** 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.

**Booth 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. Cord covers are available from BCFM on a first come, first serve basis. All vendors are required to retrieve these covers for their use.

**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.

**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 as directed by Boulder County Public Health guidelines.

**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. To ensure signage is accessible to all customers, please ensure the letters identifying your business name are at a minimum of 4” in height. Product description signs must be accurate, truthful and display key information for the entirety of the market day:

- Name identification
- Health Department certifications
- Licenses
- Food access signage
- Price per unit for each commodity. **All prices must be clearly marked or posted.**
- “Sold Out” Signage: If a vendor sells out before the close of market, they shall display a “SOLD OUT” sign at their booth.

**Space Clean Up:** Vendors will 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. 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.

**Special Events:** All rules and regulations apply to special events, which are open to regular season vendors and guests at BCFM staff discretion. An example of a BCFM special event is the Winter Market (first full weekend in December).

**Online Market participation:** Vendors interested in having their products considered with BCFM Online Market can indicate so by checking the appropriate box on their annual application or reaching out to [pchang@bcfm.org](mailto:pchang@bcfm.org). Vendors applying as an on-street vendor can apply for both online and in-person markets.

**Conduct Violations:** If a vendor is found to repeatedly disregard the Rules & Regulations, challenge the authority of a staff member or inspector, or behaving or communicating in a disrespectful, degrading, rude, threatening, harassing 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.

#### **D. 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.

**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.

**Damages:** 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.

**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**

**Grievances and Challenges:** In order to ensure concerns and feedback are properly addressed, BCFM has forms available on its website and at the information booth.

- General: For general grievances, whether related to another vendor, a staff member, or the organization, complete the Grievance Form and submit via email to [community@bcfm.org](mailto:community@bcfm.org).
- Resale concerns: Submit the paper Product Challenge form at the market information booth or send via email to [community@bcfm.org](mailto: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.
- Customer feedback: 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.

## 6. Market Finances

Boulder County Farmers Markets (BCFM) is a nonprofit organization committed to supporting, promoting, and expanding access to locally grown and made products for all members of our community. We are driven by a collective success financial model. All application fees are non-refundable and due at the time of application. In 2024, we transitioned our financial operations from multiple and variable fees to a flat fee structure in order to meet our mission and best serve our vendor community. This transition will eliminate minimum daily fees, space fees, and the need to calculate variable daily fees after every market entirely.

All market vendors are also responsible for accurately tracking and reporting gross sales (total daily sales across all platforms—cash, credit and market currencies).

**A note on accurate financial reporting:** We rely on the integrity and community spirit of all of our vendors to honestly report all sales conducted at our markets. 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.

Flat fees are based on a 10x10 booth and fees scale based on increasing booth size ( 2x rate for 20 ft, 3x rate for 30 ft, etc.). We will pilot the following flat fee rates in 2024:

2024 Flat Fee Rates (Per-Market)				
	BSAT	LSAT	BWED	Guest Fees
<b>Producers</b>	\$75	\$75	\$50	\$50
<b>Ready to Eat</b>	\$175	\$175	\$100	\$100
<b>Pantry</b>	\$150	\$150	\$100	\$100

Space Fee Multiplier	
10 ft	1
15 ft	1.5
20 ft	2
25 ft	2.5
30 ft	3.5
40 ft	5

## Flat Fee Operations

**Market Currencies debited from fees:** All currencies redeemed at market will still be debited from your daily/season's fees. We will still require gross sales reporting – because of our leases, grant funding, and so we can measure collective impact. However, every vendor will have more time to report gross sales in 2024. BCFM will collect gross sales once a month via a simple electronic form.

**Fee scales based on space:** Vendors utilizing more space typically have higher sales. Markets also have limited space and we do our best to provide diverse, vibrant vendors and products to build a successful market. To make fees more equitable, vendors pay more for using more space at market (pending availability).

**Flat fees are based on status (full-time or guest):** Full-time vendors have the benefit of consistent customer visibility and access to more market dates (and thus more sales), therefore they pay a higher daily fee than market guests. Both guest and fulltime vendors are expected to pay fees on time based on their individual fee rates.

**Market Attendance & Refunds:** Every year, BCFM receives many more vendor applications than we can possibly accommodate given our limited space. We select both our full time and guest vendors carefully and expect vendors to honor their commitments by attending all of their committed dates for the season. Vendors that do not honor their committed market dates will lose full-time status. Daily flat fees will be assessed for all scheduled market dates in a vendor's season, which can vary based on unique growing season and/or absences previously discussed with staff. We will not refund daily fees for more than two cancellations with appropriate notice. Fees collected for unattended markets will go into the Vendor Assistance Fund.

**Cancellations with Notice:** Thank you for honoring your commitment to participate in a market by attending and providing adequate notice of cancellation. Our vendor cancellation policy is:

- **Pantry/Ready to Eat Vendors:** If a pantry or ready to eat 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 Manager. Ex: For a Saturday market, the deadline is 8 am Thursdays, for Wednesdays, 3:30 pm Mondays.
- **Producers:** 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 Manager. Ex: For a Saturday market, the deadline is 8 am Fridays, for Wednesdays, 3:30 pm Tuesdays.

Failure to provide adequate notice will result in the forfeiture of the option for refund even if the vendor is within the threshold of allowed absences. In other words, if you do not provide proper notice of absence, you will still be responsible for that market's fee regardless if you have never canceled before.

Exceptions for medical emergencies are made at the staff's discretion. We are committed to keeping our community healthy and safe, and ask that you provide as much notice as possible for medical emergencies, including positive COVID-19 diagnosis.

### Flat Fee Payment & Accounting Process

Example of Daily/Monthly or Annual Flat Fees (34-week season)			
Vendor Type	Daily Fee	Monthly Total	Seasonal Total
Producer	\$75	\$300	\$2,550
Pantry Vendor	\$150	\$600	\$5,100
Ready to Eat Vendor	\$175	\$700	\$5,950

Above is an example of the flat fee rates for a full-time vendor (34-week season) utilizing a 10 ft space at one of our Saturday markets. Each vendor will decide which payment schedule best fits individual business needs—on a per-market, monthly or seasonal basis. Here's how the fee payment process works:

1. **Get the Details:** BCFM staff will send each individual business detailed information about your daily fee rate and seasonal fee total based on your requested booth space and number of committed markets. We will work with you to make any necessary space adjustments.
2. **Set your Payment Schedule:** Let us know what payment schedule works best for you and how you would like to pay your fees this season.
3. **Pay Market Fees:** We will send you an invoice for the season, monthly or for upcoming markets. Payment must be made 7 days in advance of your attendance. BCFM accepts checks and ACH payments free of charge, as well as credit card payments (includes a 3.55% convenience fee). You are welcome to pay your full season balance at this time!
4. **Keep Track:** We will set up your payment schedule in our accounting system and invoice you accordingly. Late fees will apply based on your individual plan. You will receive monthly account statements that will show your payment and track all market currencies, which are applied to your account.
5. **Turn in Market Currency:** Staff will distribute market currency bags and slips at each market so you can return Market Bucks, Double Up Food Bucks and other eligible currencies for reimbursement. These will be applied to your account. Carrying an account balance because of market currencies? No problem! Staff is happy to reimburse you for currencies on bi-monthly or seasonal basis.

6. **Reach Out for Help:** Our staff—especially our finance team—is here to help if you have questions, concerns or need to discuss individual support. Please reach out at any time to Liz Eckstein (Finance Director, [leckstein@bcfm.org](mailto:leckstein@bcfm.org)) or Alicia Williams (Accounting Assistant, [bookkeeping@bcfm.org](mailto:bookkeeping@bcfm.org)).
7. **Enjoy the Markets:** With your flat fee paid and much less worry about variable payments, you're all set to enjoy the market season! We can't wait to see you there.

## **B. Currency Slip Process**

Staff will distribute market currency bags and slips at each market so you can return Market Bucks, Double Up Food Bucks and other eligible currencies for reimbursement. These will be applied to your account. You are welcome to turn in your currencies and slip at the end of each market by placing it in the Currency Bag Drop Box. Staff is unable to reimburse vendors for market currencies unless we receive the currency and completed currency slip, so please consider turning in your currency and slip at the end of each market.

You are welcome to ask currency bag verification staff (located toward the end of the day at the market info booth). If you do not have contents verified by BCFM bag verification staff, you must sign the bottom of the slip waiving your right to dispute the contents of the bag. Any changes made to the slip will be signed by both BCFM bag verification staff and the vendor.

If you are unable to return your fee bag at the market, you can return your currency bag with completed slip and market currencies to our Drop Box during business hours, located at 1821 Lefthand Circle D, Longmont CO 80501. Email [finance@bcfm.org](mailto:finance@bcfm.org) for current warehouse business hours. Please do not mail your currency bag or email slip information

### **C.Fee Payment**

We rely on timely daily fee payment to ensure market operations and appreciate your prompt payment. BCFM staff will work with each business to set payment schedules—either seasonal, monthly or per-market. BCFM accepts checks and ACH payments free of charge, as well as credit card payments (includes a 3.55% convenience fee). BCFM does not accept cash.

**Consider paying upfront:** We welcome upfront payment for the season! Consider this option for convenience sake and to avoid any chance of late fees. In addition to peace of mind, staff is exploring ways to appreciate our vendors that pay upfront.

**Timely Fee Payment Policy:** We rely on timely daily fee payment to ensure market operations and appreciate your prompt payment. BCFM staff will work with all accepted vendors in advance of scheduled market dates to calculate fees and set a fee payment schedule. Payment must be made 7 days in advance of market attendance, unless extenuating circumstances apply. Failure to pay fees in a timely manner will result in late fee penalties and could result in the forfeiture of assigned market space. If you are concerned about cash flow and your ability to make advanced payment, please email [finance@bcfm.org](mailto:finance@bcfm.org) as soon as possible to discuss alternative payment plans. In some cases, vendors may be allowed to pay on the date of market, rather than in advance, with prior written agreement.

**Late fees** are determined by the individual payment plan, and \$15 late fees will be assessed after 7 days overdue. Vendor(s) with outstanding fees, more than 19 days old, will not be allowed to set up at subsequent market(s) until payment is received. Vendors are also subject to a \$125 conduct fee for repeated late payment.

**Market Currencies debited from fees:** All currencies redeemed at market will still be debited from your daily/season's fees. We will still require gross sales reporting – because of our leases, grant funding, and so we can measure collective impact. However, every vendor will have more time to report gross sales in 2024. BCFM will collect gross sales once a month via a simple electronic form.

**Market Attendance & Refunds:** Every year, BCFM receives many more vendor applications than we can possibly accommodate given our limited space. We select both our full time and guest vendors carefully and expect vendors to honor their commitments by attending all of their committed dates for the season. Vendors that do not honor their committed market dates will lose full-time status. Daily flat fees will be assessed for all scheduled market dates in a vendor's season, which can vary based on unique growing season and/or absences previously discussed with staff. We will not refund daily fees for more than two cancellations with appropriate notice. Fees collected for unattended markets will go into the Vendor Assistance Fund.

**Exceptions for payment 7 days in advance:** In the event that a vendor is scheduled to participate in a market with less than 7 days advance notice, fee payment will be due on the individual market date. On a case-by-case basis, an individual vendor can request an alternative payment plan due to seasonal cash flow concerns. In the unlikely event that there is a glitch or issue with BCFM's invoicing system, no late fees will be assessed for failure to pay seven days in advance.

**Return to good standing:** Timely payment of fees is one of the evaluation criteria we use to determine vendor acceptance in future markets. We encourage you to communicate with BCFM staff proactively in order to avoid late payment fees and/or exclusion from markets. Vendors will return to good standing as soon as outstanding balances are paid in full or alternatively, mutually agreed on payment plans are put in place. Failure to communicate with BCFM staff and/or pay fee balance may result in permanent loss of market space for the season.

## **Market Currencies**

BCFM Market Bucks, BCFM SNAP vouchers, BCFM Double Up Food Bucks, BCFM WIC vouchers, FMNP/Colorado WIC vouchers, Fruit & Veg Bucks vouchers included in your fee bag are credited to your account at full face value when accepted for qualified purchases. Any ineligible currencies turned in will not be credited and will be a balance due by the vendor. Please ensure your staff is up to date on all currencies you are allowed to collect.

## **C. Invoices, Credit Memos & Account Information**

BCFM will set up your payment schedule in our accounting system and invoice you accordingly. Late fees will apply based on your individual plan. You will receive monthly account statements that will show your payment and track all market currencies, which are applied to your account. Invoices track the amount owed and also allow us to track the performance of the market relative to sales. Credit memos track how much of each currency you submitted as payment.

**Statements:** A statement will be sent one month in arrears. It is the vendor's responsibility to review the statement for any inaccuracies and to reach out for correction. Failure to do so may result in an unexpected balance owed at a later date due to accounting reconciliations.

**Credit balances:** If you would like your credit balance refunded on a periodic basis, please email [bookkeeping@bcfm.org](mailto:bookkeeping@bcfm.org) one time per year and you will be placed on a recurring credit balance refund list.

## **D. 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). For example, according to the Colorado Department of Revenue, vendors who are "engaged exclusively in the business of selling commodities exempt from state sales tax (such as vegetables, fruit or rice for home consumption) are not required to get a Colorado sales tax license. However, vendors who sell prepared food or "other tangible property" must register with the state and have a Colorado sales tax license. In 2024, all vendors participating in Boulder markets are responsible for paying their own city sales tax. Food access program currencies (which does not include BCFM Market Bucks) should not be charged sales tax as WIC and SNAP vouchers are [tax exempt](#).

## **E. Market Currencies**

All vendors are required to accept any currency which can be used for qualifying purchases at our markets. Below is the list of market currencies we can accept for reimbursement. Please be aware that other farmers markets have market currencies and mindful that you are only accepting those which are BCFM eligible:

**BCFM Market Bucks:** Market Bucks are a cash-equivalent, generated by BCFM and provided as a service to both customers and vendors to absorb credit card fees. Market Bucks are **accepted by all vendors** for any purchase at the market.

**BCFM WIC (Women, Infant and Children):** BCFM WIC currency can be used to purchase specific edible products such as fruits, vegetables, fresh herbs, whole or ground unmodified grains, dried beans, mushrooms, micro-greens, food producing plants and seeds, meats, tofu/tempeh, dairy, and eggs. Vendors shall **not** accept WIC bucks for prepared foods, packaged foods, honey,, cured meats, alcohol, potted plants and seeds that are not food producing, or other non-edible items.

**BCFM WIC Veggie Bucks:** Vendors shall accept Veggie Buck vouchers for fresh fruits and vegetables, mushrooms, micro-greens, fresh cut herbs, dried beans, and food producing plants and seeds. Purchase of meats, dairy, eggs, packaged products, prepared products, honey, alcohol, other beverages, and non-edible items is not allowed.

**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 fruits, vegetables, live or cut herbs and other plants and seeds 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 (DUFb):** BCFM DUFb vouchers can be used to purchase fresh fruits and vegetables, fresh cut herbs, dried beans, mushrooms, micro-greens, and food producing plants and seeds. Purchase of meats, dairy, eggs, cheese, packaged products, prepared products,, honey, potted plants and seeds that are not food producing, alcohol, other beverages, and non-edible items is not allowed.

**Fruit and Veg Boulder and Longmont Bucks:** Vendors shall accept Fruit and Veg vouchers for fresh fruits, vegetables and cut herbs only. Purchase of meats, dairy, eggs, cheese, packaged products, prepared products, honey, alcohol, food producing plants and seeds, other beverages, and non-edible items is not allowed.

**FMNP/Colorado "WIC":** Though this is called a WIC buck, this is a separate program. FMNP WIC bucks are only eligible for the purchases of fresh fruits, vegetables, and cut herbs. **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**.

FMNP, Fruit and Veg Bucks and Double Up Food Bucks have firm expiration dates and therefore must be turned in with a fee bag before the expiration date for reimbursement.

BCFM staff is available to help answer questions and provide training for you and your staff on our currency program guidelines. Our food access currencies are funded by grants and have strict program guidelines: unfortunately, we cannot reimburse your business if you accept the wrong currency. Vendor questions regarding use of currencies can be directed to the Food Access Manager ([foodaccess@bcfm.org](mailto:foodaccess@bcfm.org)) or the Finance Director ([finance@bcfm.org](mailto:finance@bcfm.org)).

## 7. Appendix

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

- Fire Code (Boulder-specific, pending approval)
- [Product/Sourcing list](#) (pantry and ready-to-eat food vendors only)
- [Crop List](#) (producers, online 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 (pantry and ready-to-eat 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)

### Market Fees & Fines

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

Market Fines & Penalties		
Community Value	Fine Reason	Fine Amount
Shared-success financial model	All market vendors are responsible for tracking and reporting gross sales (total daily sales across all platforms—cash, credit and market currencies).	\$25
Market community	Failure to operate the whole duration of market hours (arrive late or pack-up early)	\$35
Market community	Failure to email Operations with required	<b>\$75—no call, no show</b>

	notice when not attending the market	
Health & Safety	Failure to follow safety procedures (tent weights, cord covers, or as observed)	\$35
Market community	Selling before market opening or after market close	\$25
Health & Safety	Pet at market booth that is not providing service as a service animal	\$50
Health & Safety	Health violation	\$35
Health & Safety	Parking violation	\$50
Health & Safety	Driving through the market in an unsafe way (during market operations, before breakdown/ after market setup)	\$150
Shared-success financial model	Returned checks/ declined payment	\$35 per returned payment
Customer service	Improper signage	\$25
Market community	Selling unapproved product	\$200
Market community	Conduct violation	\$125
Health & Safety	Licenses - Failure to provide copies of legal and health department required documents	Loss of market space until such documents are in order

**8. 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.*

I have read, understand, and agree to comply with the Boulder County Farmers’ Markets 2024 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: \_\_\_\_\_