

Cobblestone Farmers Market
Official Guidelines for 2024

Mission: The Cobblestone Farmers Market is dedicated to significantly increasing equitable access to local, sustainably grown food in Winston-Salem and growing our regional food economy by creating and nurturing diverse, thriving marketplaces.

About CFM:

Located in Winston-Salem, NC, Cobblestone Farmers Market (CFM) is a year-round, sustainable, producer-only farmers market. This fully vetted farmers market is independently funded through vendor fees, personal contributions and grant funds.

CFM supports and seeks local & regional vendors who implement sustainable and organic practices in their agricultural production. For value added products, local and sustainably produced ingredients are strongly preferred, and where possible, ingredients should be grown by the vendor (e.g. pickles, jams, etc., but not necessarily baked goods).

Maintaining a positive environment at the market is of utmost importance in upholding the mission of CFM and supporting a safe, congenial, nurturing atmosphere for all. CFM strategically nurtures and grows the marketplace through careful oversight of the number of annually accepted vendors selling similar products, and continually looks for niche products so that vendors have every opportunity to be successful in sales and customers consistently have a wide variety of products from which to choose. CFM strives to offset our country's history of oppression by prioritizing space for vendors of historically disadvantaged populations to cultivate a diversity of vendors that also align with the values of sustainable agriculture.

Cobblestone Farmers Market is a project under Beta Verde, LLC and its 501c3, the Good Stuff. It traces its origins to the weekday Krankies Farmers Market and the Triad Buying Co-op. In 2012, Margaret Norfleet-Neff and Salem Neff expanded the market scope with the founding of the Saturday Cobblestone Farmers Market at Old Salem, awarded by U.S. News and World Report as One of America's Best Farmers Markets.

CFM Food Access Program:

1. All eligible CFM vendors accept SNAP/EBT (Supplemental Nutrition Assistance Program) and WIC (Women, Infant and Children) and Senior Farmers Market Nutrition Program (FMNP).
2. As funding is available, CFM offers to eligible customers 'bonus bucks' for SNAP/EBT (\$10 per market) and matches WIC and Senior FMNP dollar-for-dollar (doubling the amount a family chooses to spend at the market). CFM actively seeks community resources to fund the 'bonus bucks' program and works with many social service organizations to make sure all food subsidy benefit holders are aware of the Food Access Program.
3. Cobblestone Farmers Market launched its Food Access Program in 2012 with the belief that creating equitable access to healthy food for everyone benefits the entire community.
4. All vendors and their employees must be trained by market management in how to accept tokens and to receive reimbursement. It is expected that tokens will be turned in regularly to the Information Booth during market hours.

New Vendors:

1. **New vendors are considered for Saturday Main Season, Winter Market and Weekday Market as either full season vendors or daily vendors.** The application process is the same for all types of standing.
2. **Apply to be a vendor. All prospective vendors must submit an application.** Prospective vendors may find the "New Vendor" application online or request one from market management via email cobblestonefarmersmarket@gmail.com.
3. **Visit the Market:** New applicants must visit the market and meet market management at the Information Booth before filling out the application. Both check and application must be received prior to consideration. *Application fee of \$35 for new vendors is required at the time of application, this fee is good for a full year.*
4. **Site Visits:** All prospective vendors will receive a site visit by market management. This is intended to assure the application is consistent with the on-site operations of the business and the Cobblestone Farmers Market guidelines. CFM approaches site visits as a chance to learn about producers and their practices, regardless of the final outcome of the review process. The site visit provides the invaluable opportunity for market management and the producer to have time to talk in depth not only about the producer's product and procedure, but also market concerns or ideas for the future. Visits are meant to be cordial and friendly, yet focused and informative.
5. Following the site visit, prospective applicants will be informed of the decision of market management within 2-4 weeks.
6. While on occasion new vendor applications may be viewed on a rolling basis, the primary time for review is in January of each year.

Returning Vendors:

1. **Apply to the Market:** All returning vendors must submit a returning vendor application. The returning vendor applications are distributed 6 weeks or more ahead of the new vendor application and are due by the application deadline.
2. Returning vendors are invited to apply for the new season if they are in compliance with the market guidelines, up to date on gross sales reports, and have paid all fees. Returning vendors who would like to switch or add markets will indicate that request on the application. Returning vendors may join the additional market of their choice depending on available booth space and based on that market's product balance.
3. **Site Visit:** An annual site visit should be expected for returning vendors and if requested by market management. If requested by market management, a vendor will accommodate a follow-up farm visit within two weeks of request.
4. In order to be confirmed for market participation, this agreement **MUST** be signed electronically or in print and mailed in with your market full fee or first installment fee, no exceptions.

[Vending Options for 2024](#)

1. Winter Market Season: January 6 - March 30, 10:00am-12pm (**may shift to 9:30am in March*)
 - a. Full Season Vendor: join for every week of that season
 - b. Daily Vendor: join on specific days during the season
2. Saturday Main Season: April 6 - December 20, 8:30am-12pm

- a. Full Season Vendor (with 3 allowed absences)
- b. Daily Vendor
- 3. Summer Weekday: TBD June- early August
 - a. Daily Vendor
- 4. Community Booth:
 - a. Daily for Food Vendors who want to trial market
 - b. Daily for organizations

Guidelines Compliance:

In the application, ALL vendors sign a commitment to follow the market’s guidelines, which are reviewed and updated annually with input from vendors. Returning vendors must be in good standing - in compliance with the market guidelines, up to date on gross sales reports, and all invoices paid.

When there are changes in market protocol/procedure due to unforeseen circumstances (i.e. COVID-19 mandated protocols), market management will share this information prior to the next market. It is the vendor’s responsibility to share pertinent information with all employees representing their business on-site. In extreme cases of non-compliance, market management will take appropriate action to maintain a positive and safe market environment for all.

1. Arrival and departure times:

- a. All vehicles must be removed from the market space 30 minutes before market (8am for Main Season) and can return 10 minutes after market ends (12:10 for Main Season).
 - i. Due to the importance of maintaining pedestrian safety, following a written reminder by market management, market management may fine the vendor \$25 per instance.
- b. Vendor Parking for 1007 S. Marshall St is available at 1001 S. Marshall St. Vendors do not park at the Enrichment Center or Gateway Parking Lot.
- c. To encourage efficient set-up, specific set-up and arrival times will be set by market management and shared with vendors in advance of the market. Any seasonal changes will be communicated to vendors via email with ample notice.
- d. Late arrivals protocol:
 - i. Call or text market management to alert them if running late
 - ii. If arriving after 8am, the vendor will need to walk in their product.
 - iii. Late arrivals are disruptive to market opening and consistent late arrivals receive a fine to the vendor of \$25 per instance.
- e. **Assigned booth spaces:** Market management sends out a weekly market map ahead of each Saturday market. The market management has sole discretion to assign spaces to vendors and may move or reorient assigned booth space accordingly. Short-term or seasonal vendors booths may be moved throughout the season.

2. Set-Up:

- a. Vendors must arrive with enough time to set up their spaces and be ready to sell by the announced opening time for each market.
- b. **Booth Materials:** Vendors are responsible for bringing all of their booth materials. These include:
 - i. tent(s), tent weights, sunshades
 - 1. A tent is required for the full season market and must be no larger than 10’x10’ in size.

2. Second Tent Option. Vendors may opt for two booth spaces as long as space is available
- ii. Tables and tablecloths
- iii. Accurate scales (these are checked from time to time by the regional “scale man”)
- iv. cash boxes and change
- v. compostable or non-single use plastic bags or other packaging
 1. No *new* single-use *plastic* t-shirt style bags (reused ones are fine to support customer needs in limited capacity) nor *plastic* drink cups/tops, straws, prepared food containers.
- vi. power cords required if using electric, if eligible and any other materials needed to provide an attractive booth and sell to customers.
- vii. **Visible Booth Signage with business name and prices**
 1. Banner or similarly-sized sign with business name
 2. Signage with product list and clearly listed pricing to avoid customer confusion and to encourage quick shopping.
 3. SNAP/EBT and WIC FMNP (if eligible) acceptance signs provided by CFM must also be displayed.
 4. must not include any claims known to be false or illegally described:
 - a. “Organic”: The USDA Agricultural Marketing Service (<http://www.ams.usda.gov/AMSV1.0/getfile?dDocName=STELDEV3004446>) states that a product cannot be labeled “organic” without being certified: *“Overall, if you make a product and want to claim that it or its ingredients are organic, your final product probably needs to be certified. If you are not certified, you must not make any organic claim on the principal display panel or use the USDA organic seal anywhere on the package*. You may only, on the information panel, identify the certified organic ingredients as organic and the percentage of organic ingredients. *Some operations are exempt from certification, including organic farmers who sell \$5,000 or less.”* **No Exceptions.**
- c. **Risk and Liability Form:** All new vendors, employees and volunteers must sign the Risk and Liability Form on their first day at market. Copies are available at the Information Booth.
- d. **Requirements for vendor employees:** When a vendor brings on new employees to work at market, the vendor MUST:
 - i. Notify the market manager in advance that a new employee will be on the premises
 - ii. Accompany the employee on their first market day. The employee must be introduced to the market manager to a. sign a risk and liability form, b. run through current market protocol, and c. be instructed in how to receive SNAP/EBT tokens.
 - iii. Vendor is responsible for instructing employees on additional CFM guidelines and making sure that the market manager has the employee contact info in order to receive current market info directly.

3. During Market:

- a. **Vendor Booth Space for Business.** A vendor's booth is their place of business during the market hours in order to connect with customers, maximize the market time for maximum sale of product. If an issue arises during market hours that may impact a vendor's use of their space, please bring it to market management's attention immediately.
- b. **Vendor presence at market.** Vendors must stay for the *entire* duration of the market and cannot take down their tent or booth before the end of market. If a vendor sells out of their product, the vendor should remain until closing to talk to prospective buyers and promote good relations with customers. A \$25 penalty will be incurred on the first offense and each thereafter.
- c. **Vendor presence for sales.** CFM encourages primary owners to be present to sell at each market to represent the farm/business/product. Family members and employees who are directly involved with the production of the goods sold may sell at the market alongside or in place of the primary owner, as long as they are able to well-represent the quality of the business to the customers (answer detailed questions about the production practices) and follow the market guidelines. If the primary owners are unable to be present, market staff asks that those represented at market stay consistent as much as possible.
- d. **Market sales.** Sales to the public are strictly during market hours. Vendors may not sell any item before the market opens unless the sale is part of the accepted exceptions. Exceptions include sales between vendors and staff and between vendors and demonstration chefs.
 - i. **Gross sales:** In order to track CFM's economic impact for funding purposes and contract negotiation, vendors must supply gross sales information on a weekly basis. This information is confidential to Beta Verde.
- e. **Vendors must maintain clean and welcoming booth areas.** At the end of each market day, all vendors must leave their booths as clean or cleaner than they found them at the beginning of the day. Vendors may borrow a broom from market management. Vendor waste or garbage will not be disposed of onsite in large disposal, especially if it is cardboard, recyclable or of awkward sizing.
- f. **SNAP and WIC tokens:** Weekly or bi-weekly, vendors turn in SNAP tokens to the Information Booth. They will be counted and vendors will receive a receipt. Reimbursements happen twice a month. Once tokens are submitted, Vendors should expect to receive payment within a month's time.
- g. **No Weapons.** To ensure the safety of all customers, vendors, staff and volunteers, the market prohibits the possession or use of dangerous weapons, including hand guns, within the market footprint.
- h. **Non-smoking area.** The entire market is considered a non-smoking area during market hours. All smokers must be 10-feet away from all market boundaries.
- i. **Ability to answer customer questions.** It is expected that vendors will answer all reasonable questions from shoppers regarding the location of their farms or production facilities, the methods of production, product ingredients and sources.
- j. **Pet policy.** NO animals allowed in the market area except service animals. Service Animals: any animal trained to do physical work or perform tasks for the benefit of an individual with a disability. Animals providing emotional support, well being, or companionship are not recognized as service animals under ADA regulations.

4. Market Absences:

- a. Full season vendors are allowed three absences per season. Vendors are expected to let market management know about any anticipated absences on the application. One week's written notice to market management is required for absences that come up once the season has begun. *Exceptions are made for weather, severe illness, death of a family member or other emergency situations. If a vendor chooses to miss market due to inclement weather (an out offered by market manager), this will not be counted against a vendors full season absences*
- b. Non-emergency absences include last minute absences that are not of an emergency nature. If a vendor exceeds 3 late arrivals or non-emergency absences, their vendor participation may be subject to discussion with market management. *At the end of the season, if attendance is inconsistent, market management will reassess your return as a full season vendor for 2023.*
- c. Daily Vendors must notify market management a week prior to their planned market date if they need to cancel or change their date. There is no reimbursement if a vendor notifies market management less than a week prior to their planned date.

Vendor Qualifications:

1. **Single source products.** All products to be sold must be grown, raised, caught, harvested, collected, made or produced on the vendor's owned or leased property.
2. **NO resale.** Vendors may not resell items at market from another producer, on behalf of another producer, produced on land other than their own OR anything not pre-approved by market management. If there is a collaboration with another vendor or outside vendor, product must be brought to market management for review and approval.
3. **Items sold at the market.** Items to be sold at the market must be only those listed on the vendor application. Vendors who wish to add new items for sale MUST receive written approval from the market manager a week prior to bringing to market or offering online.
4. **Vegetable/Fruit Production:** All vegetable and fruit crops must be sustainably grown by the applying producer/employees of the applying producer on land that is either *owned or leased* by the producer.
 - a. Organic certification and rigorous sustainable practices are highly regarded; GAP and Naturally Grown Certifications are as well.
 - b. All fruit and vegetables must be produced without the use of synthetic fertilizers, pesticides, herbicides, or fungicides.
 - c. Any plant grown by the vendor from seeds, sets, transplant, cutting or seedlings. Any fruits, nuts or berries grown by the vendor from trees, bushes, or vines on the vendor's farm. Plants must have been grown by the seller long enough for the roots to fill the entire pot.
5. **Flowers.** Must be grown by Vendor. Any plant grown by the member from seed, seedling, transplant or cutting. Plants must have been grown by the seller long enough for the roots to fill the entire pot.
6. **Grains.** Grown by the member from seeds, sets, or seedlings. Packaged in regulated space.
7. **Meat Production:** All meat sold must be from animals raised humanely by the farmer/employees of said farmer on land that is either owned or leased by the farmer.
 - a. Farmers who sell meat, poultry, and eggs, must comply with North Carolina State and Federal laws designed to ensure the meat and poultry products sent into commerce are

wholesome, unadulterated, and properly labeled. The North Carolina Department of Agriculture and Consumer Services (NCDA & CS) enforces these laws. Products which can be sold include: Meat and eggs from animals raised on the vendor's premises. All meat and egg producing livestock must be held by the vendor for a minimum time period as defined below: Rabbits: All rabbits sold must be bred on the farm. Poultry: Poultry raised for meat must be purchased by the seller by 2 weeks of age. Livestock: Livestock must be purchased around weaning or held for at least one year. Sellers must keep on file both receipts of purchase, or birth log, and slaughter of livestock and poultry. Upon inspection, the seller must be able to produce receipts. All meat sold at Cobblestone Farmers' Market must be processed in a NCDA/USDA inspected facility.

- b. No self-processed meat may be sold; The only exception to this is poultry. On-farm poultry processing by vendors is allowed, pending a successful state inspection and proof of a minimum of \$1 million liability insurance.
 - c. No live animals may be sold or given away at the market.
 - d. Any farmer who receives, stores, transports and/or sells (wholesale or retail) meat or poultry products must register as a meat handler with the NCDA & CS. Sellers must have a copy of their meat handler's license on file with the Market Manager. The producer/seller must have an acceptable storage facility for transporting meat that is clean and free from rodents and other pests.
 - e. The product must be handled and stored under acceptable conditions (appropriate temperature, product rotation, etc.) to prevent adulteration. Transport vehicles must be clean and in good working condition. Meat products may be sold fresh or frozen. If items are frozen, they must remain frozen at the point of sale. All meat sold must comply with state and local health regulations and be labeled in compliance with these regulations.
 - f. Product labels must include product name, statement of ingredients, inspection legend (applied by processor), net weight statement, farm name and address, processor's ID, and safe handling statement (applied by processor). All required labeling must be done at the processor. You may not change the original label or add any other labels to the meat that could be viewed as a misrepresentation of the product once it has left the processor. This includes applying the net weight of the meat label. Price and UPC stickers may be added by the retailer or vendor. Adding your farm name, contact information, and sale price is acceptable as long as it is applied separately from and does not obscure the original label. Meat handlers may not open or repackage products.
8. **Value added product(s) and baked goods:** must be produced by the producer/employees of producer; use of local, sustainably and organically grown products is strongly recommended.
- a. Product(s) must comply with all federal, state, and local requirements for the production, packaging, handling, transporting, storage, display, and sale of all items sold at the market.
 - b. Necessary certifications must be submitted prior to the start of 2024. All certifications must remain up to date throughout the selling season. It is a vendor's responsibility to communicate any changes in production.
 - c. Labeling: Must be in compliance with the regulations, including all ingredients and production address.
 - i. Products without labels will not be permitted to be sold at market.
 - d. It is the responsibility of each vendor to remain up-to-date on such regulations and to adhere to them.

9. **Acidified foods:** High Acid or Acidified foods (vinegar pickles, tomato products, etc.) may be sold if the member has passed the FDA certification course. A copy of their certification must be on file with the market management.
10. **Honey:** Produced by the applicant.
11. **Dairy:** Produced in an NCDA Inspected Kitchen & be an NCDA&CS Licensed Manufacturer
12. **Alcohol:** Beer, wine and mead produced by Vendor. Must have appropriate NC ABC permits.
13. **Sale of craft items.** On a limited basis, the market management may approve the sale of craft items made from ingredients grown or collected by the vendor. A limited number of vendors may be considered to sell principally essential non-food items, such as soaps, so long as those items meet the other selection criteria of the market.
14. **Compostables and ReUse:** All on-site beverages and onsite edible goods must be served in compostable vessels - cups, straws, compostable paper containers as examples.. The market is dedicated to supporting vendors finding affordable options for compostable packaging.
 - a. Vendors must display identification cards or create an info piece specific to your product(s) that shares with customers which of your product containers is compostable or recyclable. Cheese and proteins are exempt due to industry and health standards.
 - b. Alternate container choices must be reusable or designated for the landfill and have signage indicating what waste goes where. The City of Winston-Salem has limited recycling options so the market is promoting composting as the top alternative to reusing containers.
15. Vendors using well water must also have their water tested annually and have that report available upon request.

Liability:

1. **Release of liability.** Each individual vendor, employee and volunteer must read and sign the Assumption of Risk and Release Agreement prior to or on the first day of selling onsite. This Agreement holds harmless the market management, the host site, and Cobblestone Farmers Market. Printed copies are available at the Information Booth and can also be e-mailed.
2. **Vendor liability insurance.** The Cobblestone Farmers Market and its current parent company, Beta Verde, LLC, strongly recommends that vendors carry general liability insurance to adequately cover their market activities and product:
 - a. All value add producers shall carry liability insurance to cover production and selling of their product.
 - b. All vendors are requested to carry liability insurance as the market does not cover individual vendors or their possessions, product or employees/volunteers.
 - c. All vendors are required to sign a risk waiver releasing the market and the landlord from responsibility for any vendor damage or accidents.
3. **Weather Policy:** The market management has sole discretion to cancel the market if the weather is anticipated to be dangerous. The decision for the cancellation of the market will happen by 8pm on Thursday before Saturday's Market or Tuesday at 1pm before Wednesday's Market. The market management will make every effort to keep the market open on all scheduled market dates. No refunds are available for canceled markets; however, daily vendors can ask for a rescheduled date. The market will either close or limit its hours in the case of unexpected dangerous or extreme weather.. If Vendors choose to come onsite in inclement weather, any damages are their responsibility, not the markets'. If market management gives the option to opt out of market due to inclement weather, this absence will not count against full season absences.

Market cancellations or early closures will not count against the 3 maximum absences for a full season vendor. No refunds are available for early closure markets.

On-Site Programming and Promotion:

1. **CFM Information Booth.** CFM maintains an information table for general questions, Food Access Program and limited promotional items.
2. **Music at the Market.** Musicians may play at the market by invitation only, without paying a fee to the market. They may have a tip jar or other container, and may sell recordings of their own music. The use of amplification will be determined on a case-by-case basis by market management.
3. **Community booth.** The goal of the community booth is to broaden the reach of small businesses and organizations want to reach our customers. The cost of the booth is \$150-\$300 per day and the calendar for this is maintained by the market manager.
4. **Special events.** At various times during the season, the market management will organize promotional events for the market. Though vendors are not required to participate in these events, it is strongly encouraged.
5. **Market Merchandise.** The Information Booth sells merchandise to support the Food Access Program and the Market.
6. **Vendor promotional merchandise** (bags, cups, t-shirts, etc.) must be approved by management before selling and is included in the 5% of product total that is a seasonal or special item a vendor wishes to sell and is approved.
7. **Food Demos:** When funding is available, the market management will organize food demos made with seasonal ingredients from vendors. Vendors are not expected to donate their product for the demos. Market staff will coordinate purchasing and reimbursements.
8. **Social Media:** CFM social media is reserved for market specific content: market products, guest vendors, special events, etc. Vendors are encouraged to “tag” CFM in their content/ “reshare” CFM content, but are not required.
9. **Photography:** Photography by market management of vendors and their employees is expected; however, if requested, they will not be photographed for marketing purposes or any other.

Pre-Order Guidelines:

Pre-orders are allowed and encouraged during market hours for pick-up at either the vendor booth or the Information Booth. Aggregation includes ALL items not grown or produced by a vendor and are sold prior to market for pick up onsite. Includes CFM Vendors

1. At the Booth: Pre-orders can be picked up during market hours; Pre-paid pre-orders can be picked up before market begins.
2. Pre-Order Pick Up: Only pre-paid pre-orders can be picked up at the Information Booth. Orders will be received by a market staff person or volunteer. All pre-orders must be dropped and organized 30-minutes prior to market opening.
3. **Aggregation:** Vendors must contact market management to be approved for pre-order aggregated sales prior to engaging in this option. There is no exception to this requirement. *Aggregation is the purchase of items not produced by the vendor to be resold to customers. Aggregated products are NOT permitted for sale onsite.*

- a. If approved, the vendor will be invoiced for 5% of the total of aggregated sales on a monthly basis.
- b. ALL aggregated items that are picked up at market will be charged the 5% fee to CFM. This includes items ordered online via e-mail and newsletter lists.
- c. Each week Vendors must bring a report of their Pre-Orders that are being picked up at their Booth AND dropped at the Information Booth.
- d. Vendors must submit sales and invoiced fees in a timely manner each month. If fees are not submitted, participation in aggregating will be revoked.
- e. Aggregated items must clearly denote which farm each item is coming from. Vendors will share with market management all product offerings and farms before offering that vendor's product.
 - i. CSA boxes would primarily include items from that vendor's farm with limited supplementation. Supplementation is subject to 5% fee.