

Alaska Pacific University Farmer's Market

2024 Policy Handbook

The APU Farmer's Market provides all vendors with this policy handbook and requires all vendors to read and sign the agreement to follow all policies and procedures within. Each year, a new policy agreement must be signed. All vendors are responsible for knowing and following the market policies. In rare instances, the APU Farmer's Market reserves the right to grant variances to these policies in the interest of improving the market. All vendors are responsible for abiding by APU Farmer's Market Policy.

Staff contact information:

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For additional information or application, please visit our website:

<https://www.alaskapacific.edu/kellogg-campus/training-farm/farmers-market/>

- 1. Alaska Grown, Produced, or Foraged:** Sustainably, naturally, and Alaskan grown, produced, or foraged foods are the main emphasis of the APU Farmers' Market. For this reason, we require that All food items sold at the APU Farmers' Market should be grown, harvested, foraged, or produced in Alaska. Additionally, all other consumable products, such as herbals, must be made from greater than 50% Alaska grown, produced, or foraged materials (can be reviewed on a case-by-case basis).
- 2. Naturally and Sustainably Grown, Foraged, and Harvested:** The APU Farmers Market highly values growing and harvesting methods and practices that promote soil and ecosystem health and are free from artificial fertilizers, pesticides, and herbicides. Preference will be given to produce growers that practice sustainable and ecological growing methods. This will be on an honor system and may require "peer review" by other vendors.
- 3. Food and Produce Vendor Standards:** The APU Farmer's Market prioritizes applicants whose businesses are locally owned and who grow, use, or harvest products themselves or from participating farms, and who highlight regional, Alaska grown ingredients. It is acceptable for a vendor to sell homemade products crafted by the vendor with minimal store-bought ingredients, but unacceptable for a vendor to sell store-bought products. We identify two types of vendors for the market:
 - a.** Tier 1 Vendors directly grow, harvest, or produce a raw product, which is directly sold to customers. Examples include fruits, vegetables, flowers mushrooms, meat, eggs, milk, and honey. Tier 1 also includes processed products made from 100% locally grown ingredients, such as wild foraged teas. Tier 1 vendors are the top priority for the market and will make up at least 75% of the market.
 - b.** Tier 2 Vendors sell self-made and processed products from locally and non-locally purchased ingredients. Examples include value added products, bread, coffee, etc.
- 4. Other Vendors:** The APU Farmer's Market places a strong emphasis on providing a venue for local farm, food, and produce vendors to sell their products. However, the market reserves the discretion to allow vendors of other types, such as artists or nonprofit groups, to sell at the market when there is available space and when the goals and missions of these groups align with the market and with APU.
- 5. Application and Acceptance Process:** The APU Farmer's Market has a limited number of spaces, and the market maintains the right to determine the balance of vendors that best supports the organizational and market mission. Given the market's mission to supply naturally and sustainably grown and harvested foods to the greater Anchorage community, priority will be given to producers who fall into this category. You may submit an application to become a vendor on [our website](#). After your application is received, we may contact you with further questions and will notify you when you are approved to become a vendor for the season.
- 6. Vendor Application and Fees:** All vendors must have a completed and approved application to sell at the APU Farmers' Market. Each vendor is responsible for paying all fees to the market

manager. For a 10x10 tent space, vendors must pay \$25 per week before the end of each market. Vendors should be aware that fees and fee structures may change from year to year.

- 7. Hours of Operation and Set Up:** The APU Farmer's Market is an open-air market located outside of APU's Carr Gottstein Academic Building, 4225 University Dr., Anchorage, AK 99508. The market occurs Wednesdays from 3:00pm-6:30pm from Wednesday, June 12, 2024, through Wednesday, September 25, 2024, at a minimum. Vendors will provide their own tents, tables, and other setup items required to sell their products. Vendors are also responsible for securing their market tents and other setup items from wind and rain.

Upon arrival, please find the market manager to confirm vendor setup location. Vendors may begin arriving to set up at 2:00 pm. If any vendor needs extra time, they may contact the market manager. Please arrive no later than 2:30 for set up, with vehicles moved by 2:45 and booth setup complete by 3:00. Vendors should wait until 3:00 to begin selling, with exceptions made for selling to other vendors or market staff. The market manager will ring a bell at 3:00 to signal the market opening.

Vendors must stay through the end of market, except for in the case of an emergency. As vendors sell out of product, breaking down tables to condense product is acceptable, however, vendors may not bring vehicles to pack up until 6:30pm. All vendors must have tents, tables, and goods packed up and removed by 7:00 pm. Vendors are required to remove all trash, etc. and leave their spaces exactly as found.

8. General Vendor Expectations:

- All items sold at the APU Farmer's Market must be directly grown, harvested, wildcrafted, or processed by the vendor, with the following exceptions:
 - The vendor may designate a member of their household or paid employee to represent their business at the market
 - One vendor may sell for another qualified local producer, but those products should be clearly labeled
 - Vendors may sell other products (such as salves, hand/farm-made items, and branded merchandise), but no more than 30% of their booth can be comprised of these other items.
- APU Farmer's Market is only providing a place for individuals to sell their commodities and is not guaranteeing the sale of these commodities. APU Farmer's Market is not responsible for collection on any accounts of the individuals to which Vendor chooses to market product(s).
- Harassment or discrimination of any kind is not tolerated by APU. All vendors shall not discriminate on the basis of race, color, national origin, age, disability, religion, or sex (including pregnancy, sexual orientation, and gender identity).
- Vendor, through its agents and/or employees, agrees to abide by all applicable federal, state and local laws, as well as to observe and abide by all applicable APU rules, regulations and policies while on APU campus. APU may terminate Vendor's

participation if it is determined that Vendor's conduct violates any applicable laws and/or APU policies, procedures and/or rules, is detrimental to the best interests of APU, or for any other reason in APU's discretion.

- 9. Signs, Pricing, and Sales:** All vendor booths need at least one sign indicating the business name so that market shoppers know who they are purchasing from. Additionally, all items should be labeled and priced, either individually or with a visible list. This policy helps ensure that no market-goers feel awkward about asking or knowing if they can afford to purchase something. All vendors who are eligible to accept FMNP (Farmers Market Nutrition Program) coupons, SNAP/EBT, and SNAP match are required to clearly display the associated signs.
- 10. Permits and Licensing:** Vendor agrees and understands that all permits, licenses, labelling and signage required by the State of Alaska and Municipality of Anchorage are the sole responsibility of the Vendor.
- 11. Liability and Insurance:** Vendor agrees to accept all liability for the products they are selling and further agrees that APU is exempt from all such product liability. Vendor agrees to carry \$1 million general liability and product liability insurance. "Alaska Pacific University" with an address of 4101 University Drive, Anchorage, AK 99508, shall be named as additional insured; \$100,00 person/\$300,000 combined single limit auto liability insurance for any Vendor vehicle driven on campus, and proof of coverage or a copy of the certificate of liability insurance must be submitted prior to setting up a booth to sell its product on APU campus. Insurance documents may be uploaded on the market application website.
- 12. Taxes:** Vendor agrees and understands that any required sales tax collections and remittances are the sole responsibility of the Vendor.
- 13. Facilities and Electricity:** Vendor understands that APU will comply with all reasonable requests of Vendor to provide access to facilities and/or equipment to operate its booth. Electricity may be available for a limited number of Vendors requesting access for required plug-in coolers or other items. If Vendor requires electricity, Vendor must bring its own electrical cords, which must be in good working condition and routed away as much as possible from all walkways. If not possible, cords that cross any walkways must be covered. Restrooms are available to vendors in the nearby Carr Gottstein academic building.
- 14. Authority:** Vendor understands the relationship between Vendor and APU will be construed and deemed to be that of an independent contractor. Nothing herein shall be construed to create a partnership, joint venture, employer-employee or principal-agent relationship between the Vendor and APU, nor will Vendor and APU hold themselves out as being a partnership, joint venture, employer-employee or principal /agent relationship. As between APU and Vendor, except as specified herein, each has full, complete, absolute and sole authority and responsibility regarding its own operations; and none shall have any direction or control over the manner or means by which any other performs its obligations except as specified herein.

15. Indemnification: Except for those matters caused solely by APU's intentional (as opposed to negligent actions), or those of its agents, servants, employees, or contractors and to the fullest extent permitted by law, Vendor agrees to indemnify and hold harmless APU and its directors, officers, agents, volunteers, students, and employees against any and all claims, lawsuits, settlements, judgments, costs, penalties, expenses and losses of any kind, including attorneys' fees and other professional fees, in whole or in part resulting from, arising from, or in any way connected with any act, error or omission or failure of Vendor or Vendor's agents, employees in connection with the Vendor's services and obligations under this agreement, to include, but is not limited to, to any and all claims relating to the injury or death of any person or damage to any property

16. Promotion: Vendor agrees that APU has the right to use, for promotional purposes only, any photographs of Vendor taken by APU's employees or agents, during Vendor's time on APU campus during the day and time set forth herein. APU may use any statements or quotes attributed to Vendor for marketing purposes.

Name of Vendor: _____

Signature: _____

Printed Name/Affiliation with business: _____

Date: _____