

**DOWNTOWN LEE'S SUMMIT MAIN STREET, INC.
FARMER'S MARKET
RULES OF OPERATION**

The Lee's Summit Farmer's Market is sponsored by Downtown Lee's Summit Main Street, Inc., (referred to as DLSMS) which appoints a committee to represent DLSMS during Market Sessions. DLSMS's Executive Director is Jeanine Rann. Gina Tominia is Assistant Director.

LOCATION: Public parking lot at 2nd and Douglas, Lee's Summit, Missouri.

DATES: Subject to the approval of the City and the United Methodist Church opening and closing dates will be determined by DLSMS.

TIME: Market days are Wednesdays & Saturdays. No one may enter the parking lot before 6:00 a.m. and selling begins at 7:00 a.m. for safety reasons.

NOTE: **Any violation of the "Rules of Operation" may result in immediate expulsion and banishment from the Market with a forfeiture of any paid fees.**

1. The Market will be open to persons who desire to sell products of quality and value that preferably have been grown or made by the vendor. Vendors may sell bakery items, new craft items, and commercial products if proper documentation has been approved by DLSMS. Vendors are required to list all products to be sold at the market on the initial application. Any changes or additions to the product list must be approved by DLSMS. All non-produce items are subject to jurying by the Farmer's Market Steering Committee
2. All produce; etc. must be grown in Missouri or grown within 150 miles of Lee's Summit. Produce grown by the vendor should be labeled as "Homegrown." If the vendor is selling items that are not homegrown, they should be labeled and separated accordingly.
3. Vendors should be set up and registered with the coordinator by 6:55 a.m.. Attendance will be taken. Any vendor arriving late (after 7:30 a.m.) may be refused entry. The selling period is officially from 7:00 a.m. until sellout. If a problem arises, please contact the designated coordinator. Any moving vehicle after 7:00 a.m. must have an escort, for the safety of everyone at the market.
4. No flea market-type items. No hawking. No subletting space.
5. Vendor stalls are first assigned on a reserved annual basis with remaining stalls assigned by DLSMS staff based upon product offered and striving for a diverse market. A single stall shall consist of a single parking space. No vendor may reserve more than two annual stalls. The daily rate will remain \$25.00 per day. No vendor shall share or resell or lend their stall.
6. If the vendor of an annual stall does not show up by 7:30 a.m. on market day, his space may be sold as a daily stall. If a vendor of an annual stall does not attend the market a minimum of once a month beginning in June, that stall reverts to the property of DLSMS and may once again be sold as an annual stall.
7. All Vendors are required to stay within their allotted spaces and may not encroach into the right-of way of others. The driving lane must be maintained at all times for safety reasons. All vendors will show others respect at all times. Foul language will not be tolerated. Vendors who arrive inebriated, or using foul language or acting in a confrontational manner will be asked to leave the market that day, and will need approval from DLSMS to return.
8. Sales of jams, jellies, eggs, meat, baking goods, flowers, fruits, vegetables, crafts and specialty items are permitted. Sale of all food items must comply with State and local laws and health codes. Scales are to be State approved and all packaged items are to be labeled with the net weight and content description. Sales of live animals and used items are not permitted.
9. Vendors will be responsible for setting up, displaying, and bagging their products in a salable manner that is sanitary and attractive. Each Vendor must display and sell his products from within the confines of his assigned spot (a canopy no larger than 10 x 10 and table are encouraged for each space). The Vendor's vehicle will be kept clean and presentable. Vendors may not sell out of their vehicle.
10. Vendors are required to keep their area clean. The trashcan located in the lot is not for vendor use. This trashcan is for the use of customers only. Dumping boxes and overripe produce will only take away from the customer experience. Please be responsible and dispose of your trash at your home or another location.
11. Vendors that participated in the market in 2005 will be grandfathered in and allowed to continue to use their trailers.
12. Prices to be charged will be of a fair and current market price. The Vendor and the customer will negotiate sales. DLSMS is not responsible for sales arrangements or warranties of any sort, expressed or implied, concerning produce or any other item bought, sold or traded.
13. Any vendor with extra vehicles should park them in the new parking garage across the street from the market. This garage is located on the corner of Second and Douglas. Vendors should not use any surrounding lots for their vehicles. These spaces shall be used for customers so they can quickly get in and out of the market.
14. If problems or disputes arise during a Market Session, the Market Committee or a committee representative will settle them. The Committee or representative(s) decisions will be final on that day. Appeals may be directed in writing to DLSMS, PO Box 1688, Lee's Summit, MO 64063, and will be settled prior to the next scheduled market day. The decisions of DLSMS are final.
15. Violations of any of these rules as determined by DLSMS may result in banishment from the Market with forfeiture of any paid fees. The first infraction results in a warning, second infraction results in a \$25.00 fine, and the third infraction may result in banishment from the market. DLSMS reserves the right to prohibit anyone from selling.

These rules are intended to create a safe and successful Farmer's Market and shopping environment. They may be amended or modified, when necessary.

I will be responsible for and will pay for any personal injuries, property damage or cleanup costs caused by my activities or anyone helping me. The City of Lee's Summit and Downtown Lee's Summit Main Street, Inc. will not be responsible for my personal injuries or property damage that is caused by me or anyone helping me. I further agree to pay any claims against the City of Lee's Summit or Downtown Lee's Summit Main Street for personal injuries which are the fault of myself or anyone helping me (this includes the costs of any lawsuits, out-of-pocket expenses and attorneys fees). I will not be responsible for any liability that is not caused by my activities or anyone helping me.