

FARMERS AND CRAFTS MARKET OF LAS CRUCES, INC.



Vendor Policies and Procedures

Original adoption: 3.21.2013

Current version: 11.7.2017

Implementation Date: November 7, 2017

Published by:

Farmer and Crafts Market of Las Cruces, Inc.

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INTRODUCTION

The Vendor Policies and Procedures is published by the Farmers and Crafts Market of Las Cruces, Inc. for the convenience and direction of our vendors. This document contains a summary of Market information, Policies and Procedures, and the Vendor Code of Conduct. Additional and specific information, including relevant City of Las Cruces ordinances and resolutions, is available in FCMLC Board operational and administrative files. All regulations herein apply to Saturday and Wednesday Markets and any special Market Events, unless specifically outlined. Absolutely no solicitation allowed at Market, this includes handing out brochures, pamphlets, papers. This handbook may be updated as necessary.

Vendor in compliance and in good standing as of May 5, 2016 that are from Doña Ana, Otero, Luna, Sierra or Grant counties, were grandfathered into the Market.

GENERAL INFORMATION

Board meeting dates will be posted by various means and media one week in advance of the meeting. The Board is dedicated to making our Market run smoothly by providing information in a transparent and timely manner.

Cooperation with your Block Coordinator is required. Vendors who have concerns about rules violations shall report to their Block Coordinator to avoid vendor conflict.

Hours of Operation

Farmers and Crafts Market of Las Cruces is open to the public year-round on Wednesdays and Saturdays from 8:30 am to 1:00 pm. The Market will operate during all normal weather conditions, including heat, wind, rain, cold, and snow. Vendors will be notified in advance of any Market hour changes. On rare occasions the Market Manager may adjust Market opening/closing times due to extreme weather conditions, poor road conditions, or other emergencies. In these events, every effort will be made by the Market Manager, and Block Coordinators to notify every vendor in advance. (See Inclement Weather).

Market closure information will also be posted on the Market website. The Market is not held on December 25 or January 1 when it falls on these dates.

Arriving and setting up late or leaving early is prohibited, as they are detrimental to our customers' perceptions of our Market. Observe the stated hours of operation and be ready to sell for the entire Market day. On rare occasions, exceptions can be made on a case by case basis through your Block Coordinator to address possible medical issues, selling out of product, etc. Vendors will be required to carry their items in/out of Market if arrival/departure is not within the drive in/drive out times.

This is an outdoor market. Plan for your safety and comfort by bringing; water, sunscreen, seating, coverings and extra layers in the winter.

Definitions

BIN: Business Identification Number located on your business license.

101 **Brokering:** Selling a product on behalf of another Vendor, person or entity. This applies to all vendor
 102 categories.

103 **Commercial Business and Pre-Existing Business (outside the vendor's home):** Includes, but is not limited
 104 to: brick-and-mortar stores, restaurants, multi-level-marketing (MLM) enterprises, nationwide
 105 chains, franchises, and agri-business corporations.

106 **Community Group:** Non-profit group located within Doña Ana County.

107 **Craft:** A handmade item. Handmade specifically means an item having two or more distinctive parts,
 108 combined and permanently attached by creativity and skill to produce a more attractive or valuable
 109 product. At least one part of an item or anything attached to a chain or cord must be handmade by
 110 the vendor. Store bought chain and charms put together does not meet the handmade requirement.

111 **CRS:** Combined Reporting System (New Mexico Taxation and Revenue gross receipts tax).

112 **Downtown:** The seven-blocks of Main Street between Bowman and the roundabout.

113 **Educational Groups** – Public or private schools and institutes located in Dona Ana County.

114 **Entertainer:** One who provides entertainment (other than music).

115 **FCMLC:** Farmers and Crafts Market of Las Cruces, Inc., an incorporated non-profit entity.

116 **For profit:** A group or individual seeking profit.

117 **Food Truck/Trailer/Booth:** Any vehicle equipped to cook and sell food on location at the Market.

118 **Grown:** Agricultural products produced or cultivated in soil, growing media, or hydroponically.

119 **Inclement Weather:** Severely cold as to be physically uncomfortable. This may also include other types
 120 of weather such as rain, wind, or extreme heat. Generally speaking, this can be temperature drops
 121 to 32 degrees or less, temperatures of 100 degrees or more, and winds in excess of 20 M.P.H., and
 122 rain accumulation that could create flooding or be accompanied by other hazardous conditions such
 123 as lightning or hail.

124 **Local:** Designated New Mexico counties (See "Specific Requirements Chart" on page 6 for more info).

125 **Main Street Merchant's Building:** Buildings occupied by businesses or institutions providing goods or
 126 services with an address and entrance on Main Street.

127 **Market Membership Dues:** A fee paid by all vendors, musicians and entertainers (except
 128 entertainers under age 18), annually in January for the calendar year.

129 **Market Space:** 10'x10' designated vending area, or portion or multiple thereof.

130 **Market Space Fee:** A rental fee for the Market week.

131 **Market Week:** Seven-day cycle Saturday through Friday.

132 **Musician:** A person who composes or performs music.

133 **Non-profit:** Group not seeking profit; provides informational materials only.

134 **Prepackaged Food:** Food processed and packaged off-site by the vendor.

135 **Prepared Food:** Food processed on-site by the vendor.

136 **Raised:** Grown or bred livestock-related products.
137 **Service:** A performed occupation for a fee with tangible and/or non-tangible results.
138 **Shall:** Mandatory.
139 **Should:** Recommended.
140 **The Board:** Elected vendors and appointed community members who represent FCMLC, Inc.
141 **The Market:** The event on Wednesdays and Saturdays.
142 **Vending non-profit:** A non-profit group located in Dona Ana County only, which may sell items,
143 once annually, for fundraising purposes only, with prior approval of product.
144 **Vendor:** A member of the Market in good standing.
145 **Vendor, Permanent:** Vendor who has a prepaid, permanently-assigned space at the Market.
146 **Vendor, Permanent Seasonal (agricultural only):** Vendor with a permanently-assigned space who
147 attends Market based on the seasonal availability of their agricultural product(s) and pays for the
148 space for the entire year.
149 **Vendor, Temporary:** Vendor who does not have an assigned space and pays on a weekly basis
150 by purchasing weekly vouchers.
151 **Vendor, Temporary Seasonal (agricultural only):** Vendor who sells seasonal agricultural
152 products but does not have a permanently assigned space.
153 **Voucher:** Ticket purchased by Temporary Vendors, that allows them a 10' x 10' space on a
154 Saturday and the following Wednesday Market.

155 156 **Market Staff**

157 **Market Manager:** Person responsible for the overall operation of the Market. The Market Manager shall
158 be familiar with all Market Policies and Procedures and is empowered to enforce said rules impartially
159 and with the best interest of the Market in mind. The Market Manager will be present during all Market
160 hours.
161 **Block Coordinator:** Block Coordinators exemplify the rules of the Market and maintain order within a
162 block. They shall do so fairly and impartially adhering to the Policies and Procedures. Block Coordinators
163 are responsible to assign daily spaces to temporary vendors or shall refer vendors to another Block
164 Coordinator for an available space. There are several Block Coordinators throughout the Market on
165 Saturdays & Wednesdays.
166 **EBT Staff:** Person(s) assigned duty is to maintain the functions of the EBT program. Responsible for all
167 EBT and DUFB tokens and the balancing of them. Processing customer transactions, accepting vendor
168 tokens, documenting/processing all paperwork associated with the program, giving reports to the
169 treasurer for the purpose of writing checks to vendors. Correspond with New Mexico Farmers Market
170 Association, WIC, and any other agencies as necessary. Will operate the EBT booth on Saturdays and
171 Wednesdays and any other hours/days as directed.
172

Barricade/Road Sign Staff: Person(s) assigned to set out the “road closed” signs at 6:00 am and remove the “road closed” signs at 3:00 pm on Saturdays, Wednesdays and any other Market event.

VENDOR INFORMATION

Qualifications

1. FCMLC reserves the right to deny Market participation to any person deemed unsuitable for our family-oriented event. If any vendor(s)/group(s) speech, actions, product, or display result in a disturbance of the public peace and/or safety, they will be immediately terminated and permanently barred from the Market.
2. Any commercial business or their affiliates with a permanent location shall not be allowed to become a vendor. Market vendors who later establish a permanent commercial location are permitted to keep selling at the Market provided they continue to meet all Market qualifications.
3. Produce, agricultural, prepackaged or prepared food vendors outside of the FCMLC-designated counties shall not be permitted to sell at Market based solely on their possession or use of a local (within Doña Ana County) storage facility location.
4. Attend an orientation prior to selling at the Market.
5. Register with FCMLC and conspicuously display a Market permit at all times. All Market permits expire yearly and are non-transferable. One permit per business. No multiple locations for any one business.
6. Pay annual membership dues by January 15th every year.
7. Sign and abide by the Vendor Code of Conduct and the Policies and Procedures.
8. Follow all applicable City of Las Cruces, Doña Ana County, and State of New Mexico licensing and regulatory requirements.
9. Present proof of physical residency. Proof of residency shall consist of a New Mexico driver's license, other New Mexico ID with a local address, a lease agreement, or a current utility bill with the vendor's name and address. No P.O. Box addresses will be accepted.
10. Present all applicable licenses and permits, including a CRS number and BIN number.
11. Submit representative samples of the vendors' products that they wish to sell. All products, services and entertainment shall be in good taste and appropriate to a publicly-sponsored, family-oriented outdoor Market. Produce or food vendors wishing to sell handcrafted items shall attend a vendor orientation meeting and acquire a NM State CRS tax number and a separate FCMLC Market craft permit for those items, before adding them to their booth. All new products must be approved by Quality Control prior to selling at Market.
12. Annually update all contact, residency, and product information. Vendors shall report changes of their contact, residency or product information that occur during the membership year. Failure to report these changes as they occur shall result in Market discipline.

Product Categories

Apparel	Ag. Products	Artwork	Bath & Body	Ceramics/Pottery
Crafts (general)	Eggs	Entertainment	Fabric Art	Floral/Wreaths
Honey	Jewelry	Leatherwork	Live Plants	Meat
Metalwork	Mind/Body Health	Musician	Photography	Textiles
Prepared Food/ Food Truck/Trailer/Booth	Prepackaged Food	Produce	Services	Woodwork
Other				

Specific Requirements

The Specific Requirements Chart provided indicates information that is required of all vendors concerning residency and permits. Craft vendors and those without prepared food permits shall be prohibited from selling commercially prepared snacks at their booths. Prepared food vendors shall be prohibited from selling commercial products as their sole inventory. No commercially packaged dessert items or candy bars shall be sold by any vendor. Responsibility and liability for any food-borne illness or food product-related incident shall fall on the food vendor, not FCMLC, Inc. All vendors are prohibited from promoting commercial establishments (not theirs) located outside of the Market or Main Street.

SPECIFIC REQUIREMENTS CHART

(For more information regarding permits contact the Market Manager)

Type of Vendor	NM Tax ID Req'd	Residency Requirement Counties of:	Special Permits Required
Crafts, Services and Musicians selling CDs	Yes	Doña Ana	None* *Massage Certification
Agriculture: Produce	No	All counties in New Mexico	None
Agriculture: Live Plants (No direct resale of commercially grown plants or flowers)	Yes	Doña Ana, Otero, Luna, Sierra, Grant	Nursery Dealer License NM Dept. of Agriculture Nursery Inspection Cert. (all growers)
Agriculture: Pet Food	Yes	Doña Ana, Otero, Luna, Sierra, Grant	NM Dept. of Agriculture Commercial Feed Permit
Agriculture: Meats	No	All counties in New Mexico	USDA Certification on packaging
Agriculture: Eggs	No	Doña Ana, Otero, Luna, Sierra, Grant	Ungraded Egg Dealer Permit
Prepared and prepackaged foods (includes spices	Yes	Doña Ana	NMED Food Processing Permit and Product Liability insurance of at least \$1 M - Add FCMLC as

and teas)			additionally insured
Bottled water (ONLY)*	Yes	Doña Ana	P2 letter
Entertainment/Musicians (for tips only)	No	Doña Ana	None
Food truck/Trailer/Booth (includes chile roasting)	Yes	Doña Ana	NMED Food Processing Permit, Fire/Codes Inspection Certificate and Product Liability insurance of at least \$1 M – Add FCMLC as additionally insured

*Shall not sell sodas, flavored/vitamin water, or any canned or bottled drink other than 100% water.

CRS Tax Compliance

All vendors, except those noted in the “Special Requirements Chart”, are required by law to have an active CRS (Combined Reporting System) registration in their own name and BIN (Business Identification Number). January 25th is the filing deadline for the previous tax year. Vendors are required to provide their CRS In Compliance Certificate dated February 1st or after, but before March 1st, annually. Operations Committee will verify compliance annually.

CRS In Compliance Certificates must be provided for any and **ALL** business names and CRS numbers used while selling at FCMLC by all FCMLC members each year. Changing a business name or CRS number will not change the CRS Compliance reporting requirement for that business and/or member.

Produce, Meat, Honey and Egg only vendors shall provide an Exempt from Filing CRS statement in lieu of CRS In Compliance Certificate annually.

CRS In Compliance Certificate shall be provided with printed, date of status, between February 1st and before March 1st. Failure to supply CRS In Compliance Certificate shall result in termination of the vendor’s Market permit on March 1st.

1. Terminated vendors shall not be allowed to reapply for Market membership until July 1st.
2. Must provide current CRS compliance certificate.
3. Pay a penalty of \$150.00.
4. Pay the membership fee of \$25.00 and attend orientation.
5. Will return as a temporary vendor.

All sales at the Market fall under the Tax Incremental Development District (TIDD) in downtown Las Cruces. When filing forms for the State of New Mexico Taxation and Revenue Department, the TIDD location code is 07-132.

EBT

All vendors accepting EBT tokens must be properly registered. Vendors shall count their tokens, place them in a bag, and bring them to the EBT clerk on Saturday or Wednesday by 11:00 am.

EBT tokens may be turned in to the office during regular business hours. However, all redeemed tokens shall be verified on the next business day.

EBT checks will be printed twice a month. Vendors may pick up their EBT checks on the second and fourth Saturdays of the month at the EBT table. Vendors may also pick up their check in the office during business hours.

EBT clerk will not accept tokens in an amount of less than \$20.00. No EBT redemption check will be written for an amount less than \$20.00. The sole exception is for seasonal agriculture vendors at the end of their season at Market. EBT checks must be signed for and will only be given to the vendor registered with the Market.

WIC

All vendors accepting WIC checks must be properly registered. Vendors shall bring their WIC checks to the EBT table on Saturday or Wednesday by 11:00 am to stamp. WIC checks may be brought in to the office during regular business hours to stamp them. The stamp cannot leave the EBT table or office.

It is the vendor's responsibility to have the check filled out correctly including the vendor's 4-digit vendor number prior to using the Market's stamp.

Payment Policies

Annual Membership Dues

Annual membership dues of \$25 shall be required from all vendors. Annual membership dues are payable on or before January 15th of each year. All membership dues are for a calendar year and are NOT prorated. Dues are non-refundable.

After January 15th, a vendor shall be charged a \$15 late fee and shall be suspended until dues are brought current. Failure to pay dues by January 31st shall result in termination of the vendor's Market Membership.

1. Terminated vendors shall not be allowed to reapply for Market membership until July 1st.
2. Pay the membership fee of \$25.00 and attend orientation.
3. Pay the \$15.00 late fee.
4. Will return as a temporary vendor.

Market Space Fees

No cash will be accepted for Space Fees and/or Membership Dues. Checks, money orders, and online payments only.

Payment Schedule

<u>Space Fees:</u>	Due Date(s)
Yearly \$520/space	January 15 th
Semi-annually \$260/space	January 15 th , July 15 th
Quarterly \$130/space	January 15 th , April 15 th , July 15 th , October 15 th

Market space fees payments received after the 15th of the month shall be charged a \$15 late fee. A vendor shall be suspended after the 15th until fees are current. Failure to become current by the end of the month shall result in termination. Terminated vendors shall not be allowed to reapply for Market membership for a period of 5 months. Fees are non-refundable. Checks returned for non-sufficient funds shall be charged an additional \$25 and will result in immediate suspension from the Market until all monies are paid in full.

Vouchers

Two (2) vouchers may be purchased with cash, exact amount only. No change will be given. Unlimited number of vouchers may be purchased with checks or money orders. No credit card payments accepted. Voucher Purchases for Out-of-County Produce Vendors: Vouchers may be paid for by mailing a check to the office. The vouchers will be mailed back to the vendor. Vendor must include a self-addressed stamped envelope.

Vendor Types

Permanent

Being a permanent vendor shows a commitment to the Market and requires a consistent presence by attending the Market at least 32 Saturdays per year.

All permanent vendors shall:

1. Claim their permanent space at least 30 minutes prior to the designated opening time of the Market or it is released for use by other vendors for that day.
2. Vend from their assigned Market space. If a permanent vendor gives up their assigned space, then that vendor shall become a temporary vendor. Under certain circumstances, such as bad weather conditions, permanent vendors may set up in a different Market space with permission of the Block Coordinator.
3. Demonstrate Market commitment by good attendance. Any vendor who requires a long-term medical absence shall submit an Absence Due to Illness form and must pay quarterly space fees to maintain permanent status.

4. Contact their Block Coordinator, preferably the night before Market, if they will not be attending. If a vendor does not contact their respective BC, it will be counted as an unexcused absence. Three (3) unexcused absences in a quarter shall result in Market discipline.

5. Notify both the Market Manager and their Block Coordinator of upcoming extended absences, including but not limited to medical leave by submitting an Extended Leave Form.

Any vendor who voluntarily quits the Market forfeits their FCMLC membership and permanent space. That vendor shall reapply, be accepted and attend orientation before returning to the Market.

Temporary

All new vendors start as temporary vendors. Temporary vendors do not have assigned spaces at the Market. To become a permanent vendor with a permanent space, a temporary vendor shall attend the Market at least twenty (20) Saturdays within a six (6) months period and be in good standing. A permanent space will be assigned, upon availability, at the beginning of each quarter.

All temporary vendors shall walk on to the Market and check in with a Block Coordinator prior to driving on to the Market. A voucher stub must be presented to a Block Coordinator before receiving a space assignment for that day. Temporary vendors shall purchase vouchers in advance during office hours.

Your Saturday voucher stub will be acceptable for the following Wednesday Market only. If a vendor attends only on a Wednesday, a voucher shall be given to the Market Manager for each space used.

If a temporary vendor who purchases a voucher gives/sells that voucher to another temporary vendor, neither vendor will receive credit toward the requirement to attend 20 times in a 6-month period to be eligible to become a permanent vendor.

Seasonal

Seasonal agricultural producers attend Market only during times when their product is in season. All seasonal vendors shall pay annual membership dues in January. They shall also attend a yearly orientation to receive Policies and Procedures updates.

Permanent seasonal agricultural vendors, if they have been assigned permanent status by the Market Manager, can retain a permanent space assignment from year to year by paying advance space fees. They shall pay for an entire year regardless of the time they are not present. Their spaces will be assigned to temporary vendors during the time they are not present. Seasonal vendors shall give a projected schedule of attendance to the Market Manager and their respective Block Coordinator, with more specific updates or changes as available.

Temporary seasonal agricultural vendors will purchase space vouchers and be assigned daily space locations each week by a Block Coordinator.

Food Trucks/Trailers/ Booths

Food vendors with a heat source, be it propane or electric, require a 10 foot fire clearance surrounding the entire set up. This is 10 feet away from a building, vehicle or other booth. The exception is when the next immediate booth is utilized for tables and chairs only.

Vendors under these qualifications may utilize the fire clearance for tables and chairs with the understanding that it is an additional space to be paid for by the vendor, and they are responsible for supplying any and all equipment and any incidents that may occur.

At this time, vendors are not responsible for the payment of fire clearance that is not utilized for tables and chairs.

Other Groups

Musicians, entertainers, and community groups are allowed to participate in the Market. They shall be residents/organizations within Doña Ana County and shall abide by all Market Policies and Procedures. At least one member of any group shall be required to attend an informational orientation.

Musicians and Entertainers

All Musicians and Entertainers shall:

1. Shall reside in Doña Ana County.
2. Attend an orientation.
3. Pay annual membership dues. Musicians or entertainers who perform only as a public service (not for tips) for the entertainment of customers shall be exempt from paying membership dues.
4. All Musicians must sign in with each Block Coordinator and present their current Permit.
5. Musicians must display their Permits.
6. Perform only in spaces designated by an orange musician cone.
7. Perform only for 30 minutes per designated space. Maximum 10 minutes to set up and tear down.
8. Move space designation cone markers only with permission and coordination of the Block Coordinators.
9. Play equally in all 7 blocks of the Market and may not return to play in a block until they have played in ALL six of the other blocks.
10. Not use or obstruct benches or planters.
11. Respect other musicians' or entertainers' time at their cone location.
12. Obey municipal noise ordinances pursuant to the City of Las Cruces Municipal Code Sec. 19-121. "Prohibited: (2) It shall be prima facie evidence of a violation of this division if any loud or unusual noise is audible by any person or police officer at a distance of 30 or more feet from the source or causes a person or police officer to be aware of the vibration accompanying the sound at a distance of 30 or more feet from the source." All musicians shall conform to this ordinance whether using amplifiers or not.
13. Violations of the Noise Ordinance will result in disciplinary action. Refer to Infractions and Consequences.
14. Be considerate of Market vendors, customers, and other musicians. Do not play so loudly as to make conversation difficult at nearby booths.

15. Musicians who wish to sell CDs or other products related to their music shall acquire a NM State CRS tax I.D. and provide a CRS in Compliance Certificate dated February 1st or after, but before March 1st, annually.
16. Child musicians are school age children up to age eighteen (18) and are allowed to play free of charge, i.e. do not pay annual membership dues. Children under sixteen (16) must be accompanied by a parent or guardian who shall be familiar with musicians' rules regarding approved playing spaces and playing times.
17. Group permits are available. Each individual must attend orientation and sign a Vendor Code of Conduct. Each individual shall be listed on the Application and will be listed on the Market permit.
18. Guest musicians: Members with an individual permit are allowed to be accompanied by a maximum of 3 guest musicians, 4 times per year. The individual named on the permit must be present and is responsible for the behavior of their guest(s) and any infraction(s) of guest(s) musicians.
19. Guest musicians are NOT exempt from any of the above rules.

Community, Educational and Nonprofits

A Market permit may be issued to community, educational and nonprofit groups (dependent on space availability) after an informational orientation with a representative of the FCMLC has been attended by a member of the group. They may be granted one free space per calendar month. These free spaces are limited in number. Community, educational and nonprofit groups shall check in with the Market office at least one week in advance of their requested Market date and shall check in with their designated Block Coordinator on their assigned Market date.

Nonprofits shall present proof of nonprofit status. Only Nonprofits may conduct a raffle with permission from the Board and they must sign a Raffle Waiver Form. All community, educational and nonprofit groups shall abide by all FCMLC Policies and Procedures. Community, educational or nonprofit groups may be allowed to sell a product pre-approved by a Quality Control representative, once annually. Selling home-prepared baked goods or bottled water is not permitted.

FCMLC reserves the right to deny Market participation to any group or person deemed unsuitable for our family-oriented event. If any vendor(s)/group(s) speech, actions, product, or display result in a disturbance of the public peace and/or safety, they will be immediately terminated and permanently barred from the Market.

Political groups are not allowed at Market.

Agricultural and Food Initiatives

FCMLC is proud to promote local agriculture as an important community resource. FCMLC encourages local farmers and ranchers to become involved in food outreach programs. School and Community Gardens are welcome participants in the Market. WIC, Senior Farmers Market Nutritional Program checks, and EBT are accepted by many of our agricultural vendors.

Main Street Businesses and Institutions

A Main Street Merchant's building, whose primary entrance and address are on Main Street, immediately adjacent to the Market has priority usage of one (1) 10' x 10' sidewalk display space immediately in front of the building, closest to the entrance during Market hours. The primary business must be open for regular business during Market hours. The business shall not be charged Market membership dues or a booth space fee. The primary business or institution owner, must familiarize themselves with Market regulations. Additionally, they should work in cooperation with the Market Manager and Block Coordinator of their location to ensure a cordial resolution to vendor relocations, if any. Vendors are responsible to extend a civil and courteous welcome to our neighbors during Market hours.

The business or institution owner may not assign or rent the allotted space to other parties in the building; this includes Market or non-Market vendors. The primary business in the building may only display and sell items from their business and/or promote their services. No other businesses, employees, renters/lessees or sub-renters/lessees of the building are allowed to sell during any Market. Vendors or non-vendors shall not make arrangements with downtown businesses to circumvent FCMLC's Vendor Policies and Procedures.

A Main St. Merchant's building, whose primary entrance is on Main Street, may hold up to 2 special events per calendar year. During these events, the business owner shall be allowed to conduct business other than their customary business at sidewalk sales within a 10' x 20', or appropriately proportioned 200 square foot space immediately adjacent to their business. The business owner shall provide a 2-3-week notification of a special event to FCMLC and the City designated liaison. Businesses shall not be charged Market membership dues or a booth space fee.

Main Street Nonprofits

Nonprofit groups in the seven block Market area will be given special entertainment consideration determined by the Market Manager.

PRODUCT INTEGRITY

FCMLC Product Integrity means: All products shall be handmade, produced, grown and/or raised locally by the local vendor. Product integrity is essential to the Market's character.

The Quality Control Committee has the responsibility to verify that products sold at the Market are indeed vendor-produced. Verification methods may include, but are not limited to, inspection of purchased materials, observation of the art or craft process, booth visits, and at-home visits or site visits to fields, gardens, and workshops. Inspections shall be carried out by the Market Manager with possible assistance of the Quality Control Committee or designee. These verifications may be conducted on an as-needed basis, randomly, or on a scheduled basis. The Quality Control Committee has the final say on the products at our Market. If there is a problem concerning a product there is a policy in place to address any discrepancies.

Policies:

1. All products shall meet the FCMLC Product Integrity policies and procedures.

2. Any item consisting of only commercially produced components will specifically be evaluated for the Market's acceptability. Simply attaching 2 items together (such as a chain and a charm) does not qualify as handmade. All purchased items must be creatively changed to be handmade. If rejected by the Quality Control Committee, or the Market Manager, it shall not be displayed or sold.
3. Reselling items produced by someone else ("buy/sell") is strictly prohibited, as determined by the Quality Control Committee or designee.
4. Artwork shall be solely the work of the vendor.
5. No agricultural products shall be brokered from other growers or producers.
6. Any raw natural materials shall be customized by the vendor before selling.
7. Vendors wishing to add a new product category to their booth shall get Market verification from the Market Manager, or Quality Control designee that the item(s) meets the Product Integrity policies. The Market Manager shall place a dated memo regarding new product(s) to the vendor's application listings and determine whether a site visit is applicable or not.

Prohibitions:

1. "Buy/sell" resale items. Any complaint about a "buy/sell" item shall require an on-site or at-home visit to verify a demonstration of the production process.
2. Copying another vendor's original material or work. Vendors who feel that their original material or work has been copied shall go through the appropriate complaint process.
3. Multi-level-marketing (MLM) businesses.
4. Solely-software-generated products.
5. Selling items produced or grown by any other vendor, person or entities.
6. Items made from commercial kits without additional and obvious customization by the vendor.
7. Embellishing any form of commercially-purchased artwork with paint, glitter, sequins or other accoutrements solely to enhance the printed image.
8. Use of trademarked, licensed or copyrighted (not by the artist) images. Exception: use of pre-printed fabrics, paper, or other materials created and sold for craft purposes.
9. Printing and selling of public domain material without customization by vendor.
10. Commercially printed posters, photographs, and prints, trademarked or copyrighted images.
11. FCMLC will not be held responsible for any trademarked, licensed or copyrighted infringements.
12. Produce, agricultural products, plants or plant products grown commercially and purchased for immediate resale by a vendor.

Note: Some plant vendors purchase a portion of their inventory to nurture for resale later. Such plant stock shall not exceed 25% of a plant vendor's inventory at Market. Purchased-for-resale plants shall be identified and receipts shall be regularly checked and verified by the Market Manager.

513 *Purchased-for-resale plants shall be nurtured for a minimum of 30 days prior to resale at*
514 *Market.*

515 **MARKET POLICIES**

516 FCMLC has the following Policies and Procedures associated with use of the Main Street Downtown
517 during Farmers and Crafts Market hours. If you witness any of the following issues, contact the Block
518 Coordinator immediately.

519 **General:**

- 520 1. Fire (driving) lanes, fire hydrants, and doorways shall be kept clear at all times. This includes
521 keeping areas clear as outlined in applicable codes.
- 522 2. Vendors shall bring their own furniture or equipment for sitting on and displaying their items.
- 523 3. Vendors shall keep their market space clean. Vendors are responsible for any and all damage to
524 City property.
- 525 4. Parents/Guardians - both vendors and customers - are responsible for supervising their children's
526 activities.
- 527 5. Parents/Guardians are responsible for any and all damages caused by their child(ren) to another
528 vendor's product/display.
- 529 6. Emergency help and procedures are available at the Block Coordinators booth. This includes lost
530 children and lost and found items. (See Code Adam Policy).
- 531 7. All canopies and umbrellas shall be securely weighted at all times. Remove weights last.
- 532 8. All vendors shall be held liable for any accidents/damages due to their personal property or
533 negligence. FCMLC recommends all vendors carry personal liability insurance. FCMLC shall bear no
534 responsibility or liability for accidents or any incidents involving vendors' booths or products.
- 535 9. Vendors' and customers' pets and service dogs are allowed at the Market. They shall be under the
536 immediate control of the owner or other responsible person and on a leash shorter than 6' at all
537 times.
- 538 10. Business liability insurance is recommended of any vendor who brings a pet(s) to the Market.
- 539 11. Vendors who bring their pet(s) to Market are assuming a serious responsibility and liability for
540 their pet's actions.
- 541 12. Pet owners shall clean up after their pets.
- 542 13. If any pet incident is reported and documented, said pet shall be instantly and permanently
543 banned from the Market.
- 544 14. Highly scented product(s) noticeable outside of vendor's booth shall be kept covered or wrapped.
- 545 15. Scented sprays may be briefly sprayed per customer request. Incense or candles may be briefly lit,
546 smelled, and extinguished.
- 547 16. Booth signage shall be firmly attached to the booth and not interfere with customers or pose a
548 hazard.
- 549 17. Vendors who smoke shall do so outside of the Market area at least thirty (30) feet from any booth.
- 550 18. Vendors who use generators shall be specially assigned by the Market Manager to areas where the
551 generators will cause the least amount of disruption.

19. Electricity is available at the Market in limited circumstances. Notify your Block Coordinator when checking in if you require electricity.
20. Extension cords shall be covered with a trip cover. ADA-approved cord coverings are required by City codes.
21. Benches, planters, or other streetscapes shall not be used to display goods or to anchor canopies, tables, or displays.
22. All vendors who sell knives, swords, or any other type of weapon shall have a visible disclaimer posted at their booths: Purchasers must be at least 18 years of age and present a valid ID at the time of sale.
23. Any merchandise or display equipment left on the premises at the end of the day may be stored or disposed of at Market Managers discretion without liability.
24. Use of misters by individual vendors is not recommended. Misters may have old water or dirty parts which could contaminate food or produce and cause illness. Neither the Corporation nor the City will provide misters in the Market. Vendors may supply misters at their own risk. Misters must be per Health code guidelines/ recommendations. They cannot infringe, violate, or damage another vendor's space/products.
25. Propane Heaters can be used as long as: Devices must be certified and labeled by an approved testing laboratory, a clearance of 3 feet around all sides must be maintained at all times and combustible materials shall be kept away from heat sources. All vendors using propane heaters are required by City codes to have a 2A:10B:C fire extinguisher, and the purchase receipt or re-fill certificate must be taped to the fire extinguisher.
26. Per City codes all heat sources (i.e., wood burning tools, electric heater, etc.) are required to have a 2A:10:BC fire extinguisher, and the purchase receipt or re-fill certificate must be taped to the fire extinguisher.

Propane Cylinders

1. Propane cylinders shall be installed upright, secured to prevent overturning, and protected from any physical damage. The preferred method would be nested together and strapped or secured to a free standing pole and strapped by one or more restraints. Propane cylinders shall not be attached in any way to a canopy or tent.
2. Propane tanks shall be located so that they are not accessible to the public.
3. Propane tanks shall be located at least 5 feet from any cooking equipment, tent, booth or structure.
4. Propane pressure relief devices shall be positioned as to direct vented vapors away from ignition sources.
5. All propane gas hoses shall be in good condition, approved for the intended service and shall be continuously marked with LP-GAS, PROPANE, 350 PSI WORKING PRESSURE, and the manufacturer's name or trademark.
6. All hoses/connections must be leak free.

7. All hoses must be kept out of the way of foot and vehicular traffic.
8. Cylinders not connected shall be stored or nested away from areas of cooking location.
9. Turn off tanks when not in use.
10. A maximum of one (1) 60 lbs. or up to two (2) 30 lbs. cylinders shall be used at any one time for each cooking booth.
11. "NO SMOKING" signs shall be next to or directly above the propane cylinder(s) and visible to the public. These signs shall be posted with a minimum of 2" red lettering with a white background.

Prohibitions:

1. Products, displays, or sale pitches, which interfere in any way with any other vendor's space, products, or sales.
2. Carnival barking, calling out to passers-by to attract their attention.
3. Alcohol or consumption of alcohol.
4. Bicycling or skateboarding by vendor or vendor family members during Market hours on Downtown streets and sidewalks.
5. Displaying or storing products outside of your assigned space.
6. Using public trash receptacles for disposal of personal or Market-generated trash.
7. Profane, obscene or vulgar items or actions; implicit or explicit; crafted, written, spoken or presented, in any form or language.
8. Panhandling: Report panhandlers to the Block Coordinator.
9. Using sandwich-boards, signs, flags or other visuals which extend beyond a vendor's space.
10. Soliciting or handing out product samples away from one's booth.
11. Selling or giving away live animals. (Exception: Animal Services Center of Mesilla Valley adoptions.)
12. Selling of knives, swords, or any other type of weapon to anyone under the age of 18 years.
13. The use of refrigerated air units by any vendors with the exception of enclosed/controlled environment food trucks and/or trailers.

MARKET SPACE MANAGEMENT

The Market layout as approved by the City shall apply to any Market Day. All vendors shall abide by the market space assignment procedures. If there are two rows of vendors each row will set up facing each other. Vendors shall not make market space use agreements with other vendors. This includes loaning or subletting of spaces. Noncompliance shall result in the suspension or termination of a vendor's privilege to sell at the Market. The Market Manager is the final authority for all permanent space assignment decisions.

Occasionally an existing permanent space will be vacated. The Market Manager shall maintain two Market space waiting lists - one for permanent vendors wanting to move to another location in the

Market (appropriate paperwork must be submitted to the office to be on this list) and one for temporary vendors desiring to become a permanent vendor and receive a permanent space.

The vacated spaces shall be reassigned in the following manner:

1. Market space shall be advertised for two weeks to all permanent vendors on the waiting list.
2. Interested permanent vendors shall apply utilizing the space reassignment request form.
3. Seniority shall apply based on years of Market vending.
4. Product shall not conflict with adjacent vendors' products.
5. If two or more vendors with equal seniority and product qualification apply, the selection shall be made by lottery.
6. If no applications are forthcoming during the application period, the market space shall be allocated from the top of the waiting list of temporary vendors.

NOTE: Not all vacant spaces may be assigned as permanent spaces. They may remain open for temporary vendors or musicians.

Booth Sharing

Although not encouraged, two separate businesses may share one 10 x 10 booth space. No more than two vendors shall share a Market space. Each vendor shall submit a vendor application, an individual CRS number, and pay membership dues. Each vendor shall submit a voucher if both vendors are present.

Partnerships

Individuals engaged in a business partnership (spouses, mother and daughter, father and son) and other partnerships, all sharing a booth/business where there is only one business name registered, shall provide a CRS compliance certificate for that business name. Both partner's names must be on the vendor application and they **both** have to participate and be at Market.

Special Markets/Events

Vendor space assignments may not be able to be honored during some special events at the Market. The Block Coordinators and Market Manager will work to create a new location for the affected vendor(s) with two weeks advance notification of changes.

Wednesday Market

In general, Wednesday Markets operate with all of the Market's Policies and Procedures. Although the Market is usually much smaller on Wednesdays, the Market Manager, and/or designee will be present. Attempts will be made to accommodate "permanent" vendors on Wednesdays, but cannot be guaranteed.

668 Wednesday's Market is held only on Plaza de Las Cruces. All vehicles shall enter Plaza de Las
669 Cruces on Organ Street from Church Street only. Vendors will not be allowed to access Organ
670 Street from Main Street without specific permission from the Market Manager.

671

672 **Night Market**

673 **Night Market will be held May through October.** Night Market is in addition to the Wednesday
674 morning Market. The location of Night Market will be on Plaza de Las Cruces and, if needed,
675 Main Street between Las Cruces Avenue and Griggs Avenue. Night market is supervised by the
676 Market Manager or person(s) designated by the Board and per the recommendations of the
677 Market Manager.

678

679 Vendors must sign up to attend Night Market. After signing up, if a vendor is unable to attend
680 Night Market they are required to contact the Market office as soon as possible, or not later
681 than 11:00 am the day of Night Market.

682 **Waiting List**

683 Become A New Vendor waiting list will be maintained by the Market Manager and Quality
684 Control. An individual's name will go on this waiting list when their Vendor Application, tax
685 registration (CRS) and business license (if required) is submitted to FCMLC.

686 There will be a Temporary to Permanent waiting list maintained by the Market Manager and
687 Operations Committee, based on temporary vendor attendance.

688 A waiting list for any Permanent vendor requesting relocation will be maintained by the Market
689 Manager and Operations Committee.

690 Food Truck/Trailer/Booth waiting list will be maintained by the Market Manager and only when
691 a current food vendor leaves will another food vendor be allowed to join the Market.

692 **Inclement Weather**

693 In the case of severe weather conditions where vendor attendance may be low due to unsafe,
694 damaging, or uncomfortable weather conditions, the Market Manager and Block Coordinators
695 will condense the attending vendors to a centrally located section of the FCMLC market site.
696 When adverse weather conditions are forecast, the Market Manager will begin this process by:

- 697 1. Contacting vendors via e-mail, phone, or text with information of the forecast and instructions to
698 contact their Block Coordinators indicating to him or her as to whether or not they will be
699 attending market.
- 700 2. Vendors will then notify their Block Coordinators preferably the evening before but no later than 6
701 a.m. the morning of the market on whether or not they will be setting up that day. Vendors who
702 normally have assigned spaces in the central block will retain their spot providing they contact the
703 appropriate Block Coordinators by the designated time. **Failure to do so will result in forfeiture of**
704 **his/her assigned space for that market day and it will be necessary for that vendor to go to a**

Block Coordinator for placement.

3. If sufficient vendors will be absent, the Block Coordinators can then begin to fill empty spaces at 6 a.m. and consolidate the vendors to the central block located between Griggs and Las Cruces Avenue. If attendees exceed the space limitations of this location, the coordinators can then begin filling in adjacent spaces on the market site.
4. On inclement weather days, Market will be filled from the center out. Vendors with permanent spaces north of Las Cruces Street or south of Griggs Avenue must get Block Coordinator or Market Manager **approval before unloading** in their permanently assigned space.

TRAFFIC/PARKING REGULATIONS

Driving a vehicle into the Market is a privilege. It shall be revoked by the Market Manager if a vendor fails to follow the regulations governing traffic in the Market area.

The following rules are for the safety of all at the Market:

1. The speed limit is 5 miles per hour. Automatic suspension of 1 week shall be given to speeders.
2. Temporary vendors **must** walk in to get their space assignment from a Block Coordinator before driving in to the Market.
3. After Market, vendors shall not retrieve vehicles until they have packed up all of their items. Booths shall be completely packed up to ensure vehicles are in the Market for the shortest amount of time.
4. Vendors shall not at any time impede vehicle traffic flow on Las Cruces Avenue, Griggs Avenue, or any other streets adjoining the Market area.
5. Move vehicles promptly once unloaded/loaded. Do not set up canopy/display before removing vehicle.
6. Do not block the driving lane. If unable to pull over, drive to the exit and re-enter the Market. Do not use the driving lane to unload/load items.
7. Impatient honking or yelling shall result in disciplinary action.
8. The callecitas or alleyways are off limits to traffic, including loading and unloading.
9. Saving parking/loading spaces for other vendors is prohibited.
10. All vehicles shall exit the Market prior to official opening time and shall not be allowed to re-enter until thirty (30) minutes after the Market closes.
11. Vendors shall park only in designated lots to allow customers closer Market access. Designated lots are El Paso Electric lot, City Hall (including the parking garage accessed off Campo), and the parking lot behind Carrillo's Café on Bowman. Vendors with disabilities are exempt and may park in any handicapped space. If your vehicle requires more than two parking space park in a city lot or on the street that isn't on Waters or Church. (See Vendor Driving and Parking Map, attached).
12. There shall be no vendor parking on Las Cruces Street, Organ Avenue or Griggs Avenue between Church Street and Water Street.
13. Parking in private parking lots is prohibited.
14. A map of the Market area with driving entry and exit points and traffic flow arrows is included with this manual. Be sure to understand and follow the established driving patterns.

VENDOR CODE OF CONDUCT

The Market is a gathering of individual businesses operating together for both the financial and non-financial benefit of those involved. It is a public activity on City of Las Cruces property.

As a vendor at the Farmers & Crafts Market of Las Cruces and based on FCMLC Vendor Policies and Procedures, you agree that:

1. If any vendor(s)/group(s) speech, actions, product, display result in a disturbance of the public peace and/or safety, they will be immediately terminated and permanently barred from the Market.
2. Vendors shall abide by all Market policies, procedures, and decisions put forth by the Market Manager, Block Coordinators, and FCMLC.
3. Permanent vendors' space fees shall be due in accordance with Market space fee payment schedule on page 7 of this document.
4. Permanent vendors shall attend the Market at least thirty-two (32) Saturdays per year.
5. Permanent vendors shall claim their permanent space at least 30 minutes prior to the opening of the Market or it may be assigned to a temporary vendor at the discretion of the Block Coordinators.
6. Seasonal agricultural vendors holding a permanent space shall pay all yearly fees and dues, and shall attend at least three (3) Saturdays per month during their season.
7. Permanent vendors shall notify their Block Coordinator when they will be absent, preferably the night before. Failure to notify your Block Coordinator of an absence will result in an Unexcused Absence (see Infractions and Consequences below).
8. At all times, vendors shall prominently display their FCMLC permit and all other pertinent permits required by the city, county, state, or federal agencies.
9. Booths shall be attended by the Market permit holder. Setting up a display and then leaving for an extended period is prohibited.
10. Vendors shall act in a courteous and respectful manner at all times.
11. Vendors shall move their vehicles out of the Market before setting up their canopy and/or assembling their booth. Conversely, a vendor's booth shall be completely broken down before bringing a vehicle in to the Market.
12. Vehicles shall not be allowed in Market area after the Market begins or until 30 minutes after the closing of the Market, with the exception of emergency vehicles.
13. Vendors shall park only in designated lots. Vendors with disabilities are exempt.
14. At any time, the Market Manager, or designee, may do a booth visit to ensure products sold comply with FCMLC's Policies and Procedures. If a violation has occurred, vendors shall be asked to discontinue the sale of the offending products or face disciplinary action.
15. Vendors who bring their children or pets shall be responsible for their behavior and whereabouts at all times.

16. Vendors shall not use any city or private business property to display goods or to support, add structure to or weight booths. Vendors shall be held responsible for damage that occurs due to these actions.
17. Vendors shall not make Market space use agreements with other vendors.
18. Vendors shall not use or condone any profanity or obscenity or vulgarity – implicit or explicit, crafted, written, spoken or presented – in any form or language.
19. Vendors shall not engage in inappropriate conduct including, but is not limited to: verbal criticism of other vendors or their products; rude, violent, aggressive, uncooperative, or belligerent behavior; confrontation, harassment, intimidation, or unwanted physical contact; and “carnival barking” approach to selling products or attracting customers.
20. Vendors shall not personally confront another vendor with a complaint.

This acknowledgement is required by all vendors to obtain/renew their permits of the Farmers & Crafts Market of Las Cruces, Inc. Vendors shall acknowledge, understand, and comply with all regulations in accordance with the FCMLC Policies and Procedures. Failure to abide by this Vendor Code of Conduct shall result in appropriate disciplinary actions.

INFRACTIONS AND CONSEQUENCES

The Market Manager will be responsible for decisions and any consequences relating to violations regarding the FCMLC Vendor Policies and Procedures. The severity of all infractions will be considered by the Market Manager on a case-by-case basis based on the guidelines listed below.

Level 1 Violations:

Minor infractions shall include, but are not limited to:

1. Traffic
2. Parking
3. Setup
4. Damage to City and or private property (Clean up/repairs must be performed within one week of written notification. Vendor is responsible for all costs of clean up/repair of damaged property. Clean up/repair must be performed by a licensed professional.)
5. 3 unexcused absences in a quarter
6. Noise ordinance

Occurrences:

1. First: Written notice
2. Second: Same type infraction: one (1) week suspension
3. Third: Same type infraction: one (1) month suspension
4. Fourth: Loss of Market membership

822 **Level 2 Violations:**

823 Documented nonphysical-contact toward other vendors, customers or Market employees shall
824 include, but are not limited to:

- 825 1. Verbal
- 826 2. Non-verbal or implied
- 827 3. Vehicular endangerment
- 828 4. Exceeding 5 mph speed limit in Market

829

830 **Occurrences:**

- 831 1. First: Immediate one (1) week suspension
- 832 2. Second: Same type infraction: one (1) month suspension
- 833 3. Third: Same type infraction: loss of Market membership

834

835 **Level 3 Violations:**

- 836 1. Product Integrity Policies and Procedures (re-sale/selling another person's product)

837

838 **Occurrences:**

- 839 1. First: Automatic one (1) month suspension.
- 840 2. Second: Termination. Terminated vendors shall not be allowed to reapply for Market membership
- 841 for 6 months.

842

843 **Level 4 Violations:**

- 844 1. **CRS In Compliance Certificate** not provided by end of February.
- 845 2. **Annual Membership Fee** non-payment by January 15th and/or January 31st
- 846 3. **Space Fee** (Yearly, Semi-Annual or Quarterly) non-payment

847

848 **Occurrences:**

849 Shall include all items, but not limited to:

850 **1-7 CRS Non-Compliance, 8-12 Annual Membership Fee, 13-17 Space Fees**

- 851 1. First: Immediate termination of Market Membership.
- 852 2. Terminated vendors shall not be allowed to reapply for Market membership until July 1st.
- 853 3. Must provide current CRS Compliance Certificate.
- 854 4. Pay a \$150.00 non-compliance fee.
- 855 5. Pay membership fee of \$25.00 and attend orientation.
- 856 6. Will return as a temporary vendor.
- 857 7. Second: Immediate termination of Market membership. Violators will not be allowed to
- 858 apply for reinstatement.
- 859 8. Suspension of Market membership if not paid by January 15th.
- 860 9. Termination of Market membership if not paid by January 31st.
- 861 10. Terminated vendor shall not be allowed to reapply for Market membership until July 1st.

11. Pay membership fee of \$25.00, plus late fee \$15.00, and attend orientation.
12. Will return as a temporary vendor.
13. Space Fees not paid by the 15th shall incur a \$15 late fee and result in suspension until paid.
14. Space Fees not paid by the end of the month will result in vendor termination. Terminated vendors shall not be allowed to reapply for Market membership for a period of 5 months.
15. Pay the membership fee of \$25.00 and attend orientation.
16. Pay the \$15.00 late fee.
17. Will return as a temporary vendor.

Level 5 Violations:

Documented physical contact toward other vendors, customers or Market employees shall include and are not limited to:

1. Abuse
2. Violence
3. Threat of violence

Occurrences:

1. First: Immediate termination of Market membership. Violators will not be allowed to apply for reinstatement.

Any documented instance of a Vendor deliberately defrauding the Market or a customer shall result in that Vendor's immediate suspension from the Market for one (1) month.

Any prepared food vendor selling food without a license shall be immediately suspended from Market for one (1) month. License must be presented upon return. Repeat offenders shall be permanently terminated from Market.

A vendor who is asked to leave the Market for any reason shall do so immediately or be charged with trespassing. Police shall be called if necessary.

A history of multiple different violations by a Vendor will be taken into account when consequences are considered.

DISCIPLINE PROCESS

Failure to abide by Market Policies and Procedures shall result in the enactment of a tiered discipline process. This process may result in the suspension or termination of a vendor's Market privileges. All documentation of a vendor's discipline process will be on file with the Market Manager. The process is defined below.

Written Notice

A Block Coordinator or the Market Manager shall notify the Vendor of the violation in writing. The “Written Notice” is a warning of possible disciplinary actions for future violations. The Vendor shall correct the violation immediately.

Suspension

Once a “Written Notice” has been issued, if a Vendor violates the same rule, the Block Coordinator shall recommend to the Market Manager the suspension of the offending Vendor’s permit. Suspension denies a Vendor the ability to sell at the Market for a period of one (1) week to one (1) month, depending upon the significance of the infraction.

Termination

Repeated infractions of the FCMLC Policies and Procedures by any Vendor shall result in the termination of that Vendor’s Market membership and privileges. Terminated vendors shall be barred from returning to the Market.

If a Vendor’s actions are found to be serious in nature, i.e. threatening, abusive, or violent in any way, Market membership shall be revoked immediately, and the Vendor shall be barred from returning to the Market.

If you have any questions or concerns about Market rules, code of conduct or any other operational matter, please contact the Board’s Operations Vice Chair, Quality Control, or the Market Manager.

VENDOR COMPLAINT PROCESS

Vendors shall follow the protocol for complaints. Complaints regarding the Vendor Code of Conduct shall be brought immediately to the Block Coordinator. The Block Coordinator shall address the matter in a prompt manner. **Vendors shall not personally confront another vendor with a complaint.** All parties shall use courtesy and respect to avoid escalating the issue. The Block Coordinator, Market Manager, and Board shall maintain the confidentiality of all parties involved in a dispute to reduce the opportunity for conflict or retaliation.

All complaints regarding product integrity shall be made in **writing** using appropriate FCMLC forms. If a vendor has been affected by enforcement of a rule, process, or procedure by a Block Coordinator, and the vendor believes the action is unfair or discriminatory; the vendor may appeal in writing to the Market Manager. The Market Manager shall respond to all written complaints in writing.

APPEAL

A vendor has the right to appeal a disciplinary action, suspension or termination.

Vendor appeals that have not been resolved by going through the Market Manager shall be handled by the Appeals Committee. A non-refundable \$25 processing fee shall be assessed from the complainant for each appeal to be presented and heard. All decisions made by the Appeals Committee regarding vendor appeals shall be final without further redress. Vendor appeals brought forth in Board meetings shall be deemed out-of-order and be referred to the Appeals Committee immediately.

This document is under constant review. Revisions will be taken before the FCMLC Board for adoption. Vendors will be notified of any changes.

CODE ADAM POLICY

In an effort to provide a safe environment for customers and their families, FCMLC has adopted the following policy regarding lost children:

1. When a parent or guardian approaches a vendor stating that a child is missing, has been kidnapped, or it has been determined otherwise that the child has been abducted, call 911 immediately to notify Law Enforcement.
2. Escort the parent or guardian to the nearest Block Coordinator who will immediately begin the alert system. This should begin through communication with the Market Manager and other Block Coordinators via two-way radios as well as with participating vendors.
3. Begin asking about the following items in order to gain a better description of the child:
 - a. Gender
 - b. Age
 - c. Eye and hair color
 - d. Race
 - e. Height
 - f. Weight
 - g. Clothes worn (including shoes)
 - h. Any distinguishing characteristics (e.g. birthmarks, congenital conditions, etc.)
 - i. Location or area the child was last seen
4. Begin announcing “missing child” following with the description of the missing child.
5. If the child is found and appears to have been merely lost, reunite them with their parent or guardian. See also “Found Child” procedures listed below.
6. As soon as child is found, call 911 to cancel Code Adam.
7. *If the child is found accompanied with someone other than their parent or guardian, a description of that child and the person they are with, should be obtained. Do NOT*

980 *attempt to delay their departure by confronting the individual and thereby putting the*
981 *child, customers, or vendors at risk or in danger of being harmed. Law enforcement should*
982 *be notified immediately and provided with a description of the person accompanying the*
983 *child.*

- 984
985 8. The Code Adam page can be canceled either after the child is united with their parent or
986 guardian, or law enforcement has arrived.
987

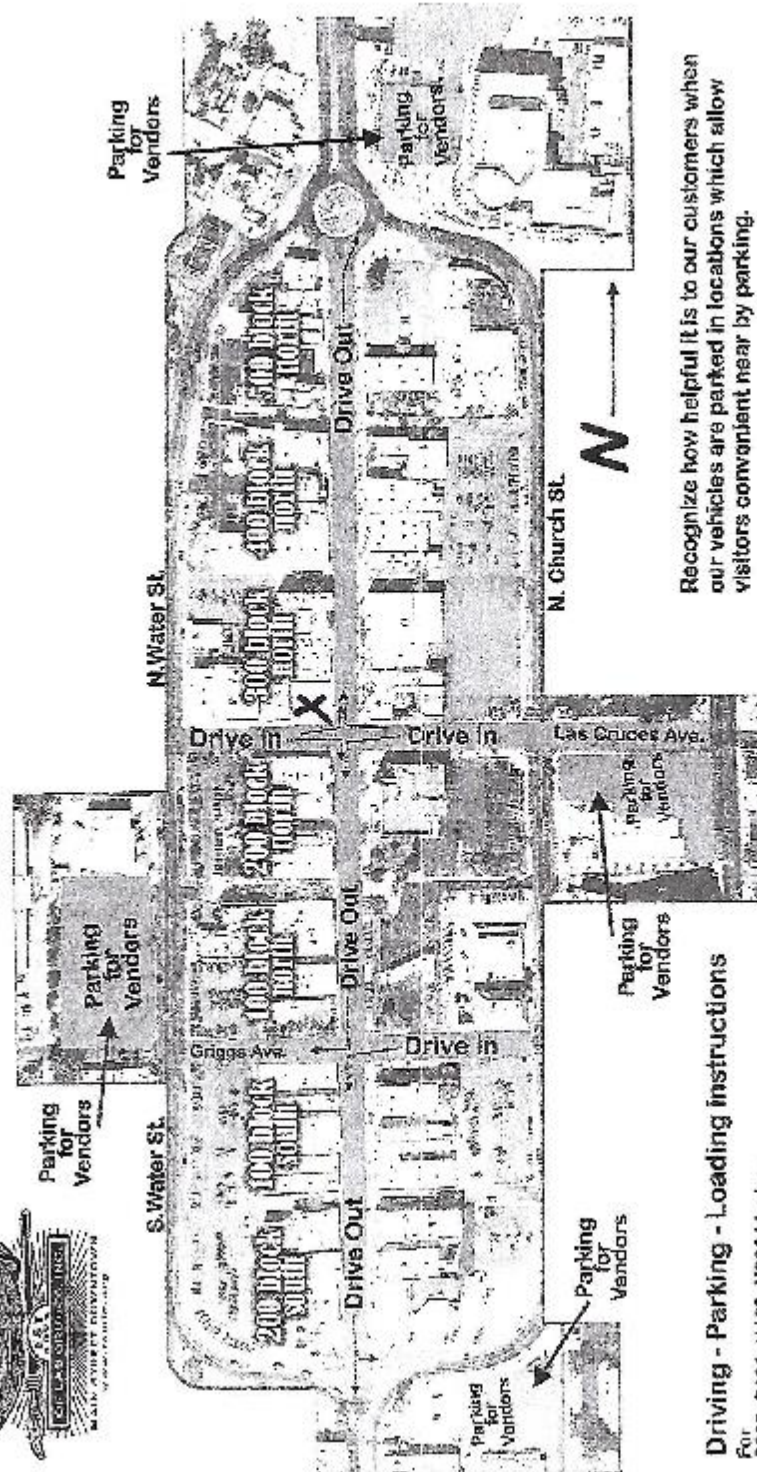
988 **Found Child**

989
990 If a child is found, or approaches your table saying they are lost or is upset, and the parent
991 cannot be found, vendors should follow the procedures below:

- 992
993 1. Place the child in a visible area (in front of your booth) where a parent can see them.
994 2. If the child can speak, ask him/her if he/she can see their parent or if they know where
995 their parent is.
996
997 3. Ask the child if he/she has a cell phone or if their parent/guardian has a cell phone. If the
998 child has a cell phone, check for a parent's or guardian's number. If they don't have a
999 phone, ask if he/she knows the number of the person they're with. If they do, call them
1000 immediately.
1001
1002 4. If there is no way to contact a parent or guardian by phone, keep the child close to your
1003 table and attempt to locate the parent. Keep the child in a visible area where a parent can
1004 see, such as in front of your table. The parents might be nearby at another table and are
1005 just momentarily distracted. Vendors can also simply announce to the crowd "Has
1006 anyone lost a child?" and observe for a confused or frantic adult.
1007
1008 5. If no parent or guardian comes forward after 10 minutes, ask a neighbor vendor to notify
1009 the Block Coordinator of a found child and where the child is located. Do not take the
1010 child away from the immediate area in which they are found, as the parent will usually
1011 start searching in the immediate area once they realize their child is missing.
1012



Vendor Driving and Parking Map



Recognize how helpful it is to our customers when our vehicles are parked in locations which allow visitors convenient near by parking.

Driving - Parking - Loading instructions

For S200, S100, N100, N200 blocks...
Driving lane is on the right lane (west side)
Parking and loading/unloading is in the left lane (east side)

For N300, N400, N500 blocks...
Driving lane is on the left lane (west side)
Parking and loading/unloading is in the right lane (east side)

When arriving or leaving, remember to park in the loading/unloading lane. Don't block traffic in the driving lane.

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Vendor Policies and Procedures

Farmers and Crafts Market of Las Cruces, Inc.

These Policies of the Farmers and Crafts Market of Las Cruces, Inc. are hereby adopted by a majority vote of the Board.

Adopted this __7th __day of _November, 2017

Chair: _____

Brenda Mosley

Secretary: _____

Karin Bradshaw