

# Oasis Market Guidelines

(Ver. 1.3 dated March 23, 2018)

## Oasis Market General Rules

The Oasis Market aims to provide local producers the opportunity to sell their goods directly to consumers in a relaxed urban atmosphere.

The Oasis Market offers customers a diverse array of locally produced crafts, foods, plants and farm fresh products and encourages the start-up of new businesses.

These Guidelines are subject to change and may be updated from time to time.

**Vendor Eligibility:** All vendors must apply annually. Products must be locally sourced, self-grown/self-produced, and of high quality. Vendors must have the ability to engage and educate consumers about products and how they were produced (via knowledgeable employees, informative brochures and handouts, etc.).

**Self-Grown:** All agricultural products offered for sale must be produced by the member or vendor, on the lands or in production facilities they own or operate.

**Self-Produced:** All artisan and food products offered for sale must be produced by the member or vendor.

**No-Resale:** Items purchased for resale at The Oasis Market are not permitted. Proof of origin of goods may be requested.

**Inspection:** Vendors agree to permit The Oasis Market access to their production facilities at reasonable time and with reasonable notice to ensure compliance with The Oasis Market Guidelines.

**Insurance Requirements:** A Certificate of Insurance must be provided listing Commercial General Liability Insurance in a minimum amount of \$300,000. Each Occurrence Limit, \$600,000 General Aggregate Limit. Certificate must also list The Urban Oasis Project as an Additional Insured with respect to the Commercial General Liability Policy.

**Stall Sharing:** Stall sharing is permitted. One vendor may sell on behalf of multiple vendors sharing a booth. Vendors should submit one application as a group and must identify each participating vendor.

**Stall Furnishings:** All stall areas will be furnished with at least basic display table and 2 chairs. Tenants may choose to organize or accessorize their stall area how they like, as long as it doesn't impede on the space of other tenants. This could include table cloths, baskets, signage, table top displays, etc. All stall displays must be approved and are

subject to removal by The Oasis Market for any reason.

**Equipment:** It is the responsibility of the vendor to furnish any specialized equipment (i.e. freezers, display cases, etc.). Please let us know on the vendor application what equipment you will be furnishing and the utility/space requirements of the equipment.

## Oasis Market Operations

**Set-up:** Vendors must arrive early enough to be ready to sell at the start of each market day.

**Leaving Early:** All vendors are expected to stay until the end of each market day. No refund will be issued for setting up late or leaving early. Any vendor who needs to leave early should notify the market manager and will forfeit their space for the remainder of the day.

**Litter/Clean-Up After Market:** Each vendor is required to keep their stand area neat, clear of obstacles, litter and debris. Before leaving and at the end of the day, each vendor must clean their spaces of debris and litter and take bags to appropriate area.

**Food Donations:** Produce and food vendors are encouraged to donate items left at the end of the day to the needy, i.e. City Mission and the Soup Kitchen.

**Payment Methods:** It is recommended that vendors be able to accept all payment forms. If you do not accept EBT/SNAP please inform us on the application. Not being able to accept SNAP does not disqualify you from joining The Oasis Market but it is encouraged.

### Attendance/Cancellation Policy

- On the application, vendors must specify their start date and commit to the contracted for length. Switching, adding or dropping markets within the season is allowed with prior approval.
- Vendors must attend all markets for which they are contracted. Four repeated failures to attend markets will result in the review of eligibility to participate in the market program.
- There will be no refunds issued for missed scheduled dates.
- If you are unable to attend a scheduled day due to unforeseen circumstances or emergency, you must contact Faith Kindig 814.449.6509.

## Health Requirements for Food & Samples

All Sellers must abide by, and all products must comply with, all federal, state, and local regulations.

**Food Samples:** All samples must meet the following criteria. Failure to abide by these

sampling requirements may result in the loss of sampling privileges.

- Samples must be kept in clean, covered containers approved by the Pennsylvania/Erie County Department of Health.
- Toothpicks or disposable utensils must be used to distribute the samples.
- Clean, disposable gloves must be used when cutting any samples.
- Cutting surfaces must be smooth, nonabsorbent, and easily cleanable.
- Producer must have control over samples at all times.

**Product Temperature:** The vendor is responsible for monitoring and maintaining proper product temperatures in accordance with Pennsylvania/Erie County Department of Health codes. Vendors who sell products that must be kept refrigerated or frozen must have an accurate thermometer on site.

**Potentially Hazardous Foods:** It is the responsibility of the vendor to abide by the Pennsylvania/Erie County Department of Health guidelines concerning the vending of potentially hazardous products. These include but are not limited to: meats, poultry, fresh eggs, dairy products and cheese.

If any vendor is deemed to be in violation of health codes pertaining to such products, the following applies:

- The vendor will be immediately removed from the market for that day.
- Penalties will be assessed against the vendor for selling a hazardous food product and the proper regulatory agency will be notified

### **Prohibited Products**

- Live birds or live animals
- Products that have not been approved
- Products purchased at an auction house, wholesaler, or from another farm without prior approval from The Oasis Market are strictly prohibited.

**Vegetable and Fruit Producers:** Fresh produce may be sold by the piece or by weight on a scale. Produce must be grown from cuttings grown by the vendor or from seeds or transplants.

- Raw agricultural products should be minimally handled or processed before packing for market. Waxed produce is not allowed. Non-local, commercially prepackaged, wrapped, or labeled vegetables and fruits are not allowed.

**Packaged Products:** Prepackaged products (baked goods, meats, prepared foods, etc.) must be prepared in a commercially licensed kitchen and must be sold with an original package/label noting all ingredients.

## **GENERAL RULES, POLICIES AND REQUIREMENTS FOR VENDORS**

**Product Signage, Prices, and Product Authenticity:** All products must have proper

signage, which include the following: price per unit, product name and variety, and if it is not grown in a field, please indicate method (i.e. hydroponics).

**Sales Reporting Requirements:** Please report all cash and credit sales and estimate of total of sales at the closing of each market to the Market Manager rounded to the nearest dollar.

## STANDARDS OF CONDUCT

**Discipline or Removal of a Producer from The Oasis Market:** Producers who do not comply with The Oasis Market rules and regulations shall forfeit selling privileges at The Oasis Market. Appropriate County Agricultural Commissioners and State Department Food and Agricultural inspection services will also be notified. A producer may be removed or suspended from any market or have selling privileges in the market limited by The Oasis Market for any of the following reasons:

- Failure to obey and conform to State, local government or The Oasis Market rules and regulations.
- Selling unapproved products.
- Causing or maintaining unsafe or unsanitary conditions.
- Behavior that obstructs any other vendor's commerce or ability to transact business.

The Oasis Market expects vendors to conduct themselves with civility and professionalism. Inappropriate behavior will not be tolerated and could result in disqualification and removal from the market.

If The Oasis Market receives a legitimate complaint pertaining to questionable quality, conduct or business practices about a vendor, the following actions will be taken:

- A written warning will be given to the vendor, including the date, time and nature of complaint.
- A second complaint will result in the vendor being subject to a two-week suspension of selling privileges.
- A third complaint from a customer will result in a minimum 90-day suspension and/or permanent removal from the program.