

The Greene Street Market at Nativity

Information and Summary of Rules

Market dates: Each Thursday, May through October

Market hours:

May through August, 4 p.m. to 8 p.m.

September, 4 p.m. to 7 p.m.

October, 3 p.m. to 6 p.m.

Set-up begins at 2 p.m. May through September; 1 p.m. during October.

Please be prompt, considerate, and patient during set-up

Attendance

Please let us know when you cannot be at the market. When the market is filled it helps everyone's sales. The more notification you give us the better, but even if it is Thursday morning we appreciate the effort. **There will be a \$10 fine for no-shows.**

Considerations in set-up

Safety is of paramount importance.

Being prompt facilitates a smooth set-up.

Be aware that customers begin arriving about 3:30.

First Presbyterian parking lot is for FPC staff – be considerate

Exercise caution: Parking and unloading space is tight, and there is only one entrance/exit.

Please do not allow your helpers to park on Greene Street during the market. They can park to unload, but must move their car/van/truck before the market starts. This will provide much-needed parking spaces for customers.

Before the market

There will be NO sales before the bell rings to open the market.

During the market

Every vendor is responsible for providing and installing tie-downs or weights for their own tent.

This is required. Several tents have been destroyed during storms and when they blow they are very dangerous.

Clean up and take down

Note: No vendor can leave before the market closes unless permission has been given by the market manager.

Each vendor is responsible for his/her own trash. Both Nativity and First Presbyterian have limited dumpster space, so this year we ask you to bring sacks from home and take the accumulated trash with you when you leave. Do not put it in First Presbyterian's dumpster or in the city-provided garbage cans on the street.

Please check your space before you leave to see that it is clear.

Use caution and patience when exiting the market.

EBT and SNAP

It is the policy of the Greene Street Market to provide the option of payment for eligible food products with SNAP benefits.

1. Patrons who have been issued an authorized EBT card may purchase tokens, up to the amount authorized, from designated GSM staff **at the GSM headquarters tent**.
2. Tokens are wooden, printed with the GSM logo, and issued in \$1.00 increments.
3. The patron's EBT card will be debited for the value of the tokens purchased.
4. Patrons will use the tokens only for purchase of eligible foods (**bread products, produce, meat, fish, poultry, eggs, dairy products, seeds, and plants which produce food to eat**) from vendors at the GSM.
5. Patrons have no time limit on the use of purchased tokens at GSM.
6. Patrons may return unused tokens to GSM staff for credit only on the same day as purchase. Patrons may receive credit for the value of the tokens on their EBT card. No patron will be credited for tokens returned above the amount of that day's purchase by that patron.
7. The only tokens used will be tokens with the logo of GSM.
8. Vendor will designate a specific person to be an agent for this program. The designated agent will be responsible for the vendor's participation in the program. The designated agent will be the only individual that may conduct EBT token redemptions with GSM staff.
9. Vendor will accept only GSM tokens and will not accept any other market's scrip or tokens.
10. Vendor will accept tokens only for the purchase of food stamp program-eligible foods, including: **bread products, produce, meat, fish, poultry, eggs, dairy products, seeds, and plants which produce food to eat**.
11. Vendor agrees that no U.S. currency will be returned to the customer as change, if payment for product is solely by tokens. The value of the tokens received by vendor will not exceed the posted value of the product purchased by the customer. (Customers will receive full value for their tokens.)
12. GSM will not exchange any tokens for U.S. currency with any person except authorized GSM staff.
13. Greene Street Market Headquarters tent will post a sign identifying the market as an authorized EBT vendor.

The Rules & Guidelines of the Greene Street Market

304 Eustis Avenue Huntsville, AL 35801

greenestreetmarket@gmail.com

Mission Statement

The goals of the Greene Street Market at Nativity are:

- to provide a marketing opportunity for Huntsville area growers and producers of agricultural commodities and other farm-related products;
- to provide our community with local, fresh, nutritious and high-quality produce;
- to enhance the quality of life in the Huntsville/Madison County area by providing an activity which fosters social gathering and interaction;
- to provide an opportunity for farmers and buyers in our community to deal directly with each other, rather than through third parties, so that they can get to know each other and learn from each other
- to provide an educational forum for consumers to learn the uses and benefits of quality, locally grown or prepared food products;
- to reflect the Church of the Nativity's ongoing commitments to the Stewardship of Creation, hospitality, mission and outreach, and to provide funds for these programs that will further these efforts to make a difference for good in our community.

Location

The Greene Street Market at Nativity will be located in on Greene Street between Eustis and Gates Avenues, and on Eustis Avenue between Franklin and Greene Street in downtown Huntsville, Alabama.

Dates & Times of the Market

The Greene Street Market at Nativity will be open each Thursday afternoon for retail sales beginning the first Thursday in May and going through the last Thursday in October. The Eustis Street area of the Market will be open from May through August.

Times of the market are 4pm – 8pm for the months of May, June, July and August. For September the market will be open 3pm – 7pm and in October 3pm – 6pm.

Requirements

Only producers may sell at the Greene Street Market at Nativity. A producer is defined as the person that grows or makes the product and may also include the producer's family members, partners and employees. A producer may be herein also referred to as a vendor in this and other market documentation.

Producers should be located in North Alabama or the Tennessee Valley. Vendors must be at least 16 years of age. Younger vendors will be allowed to sell at the market when accompanied by an adult.

Farmers: Applications will be compiled and reviewed by the Board of Directors. Applicants will be chosen based on the variety of products offered and on the number of weeks those products will be available. The juried selection process is used to ensure that a variety of products is available for sale at the market and that these products are of the highest quality.

Growers who use the market for sale of produce are subject to field inspections, before and throughout the market season, to verify the source of produce offered. Farmers may sell for other farmers who have valid applications on file. These products should be clearly labeled with the growing farm's name. The sale of any product at the market (without prior approval) that is not produced by that farm is grounds for automatic dismissal.

Farmers will be located in the main area of the Market between Eustis and Gates Avenues only.

Artisans: Persons who handcraft the products they offer for sale may sell as artisans. Artisans are juried. Originality of design, creative use of material, level of difficulty, variety of work and overall contribution to market balance will be discussed and a decision will be made whether or not to allow an applicant to become a vendor at the Greene Street Market at Nativity. Jury members will review and categorize all applications, then compile their results.

All artwork, craftwork and handiwork sold must be the original hand-made creation of the vendor. Vendors are not permitted to re-sell commercially produced items. Manufactured items can only be used as components of handcrafted work. Reproductions in the form of books, cards, calendars, t-shirts, prints, etc. will not be allowed except under certain circumstances and on a case by case review.

Artisans may exhibit in the Eustis Street area between Franklin and Greene Streets.

Questions from vendors

Please contact the Market Manager at greenestreetmarket@gmail.com

Applicants will be notified once their application has been received and again once it has been reviewed and a decision has been made.

Permits and Fees

All growers who are selling at the market must hold a grower's permit. They are available at no charge from local County Extension Offices (www.aces.edu). The purpose of the certificate is to ensure that the products sold originate with the producer, his or her family, partners or employees. This allows the producer and the customer to be exempt from state and local taxes for goods sold. A copy of the grower's permit must be provided to the Market Manager of the Greene Street Market at Nativity prior to the first market attended. All permits must be available at each vendor's booth in case of on-site inspection. Participants must obtain all necessary business licenses and pay all necessary privilege taxes to the City of Huntsville.

All producers selling value-added products are responsible for obtaining a valid business license from the Alabama Department of Revenue and a tax I.D. number from the Internal Revenue Service. Participants shall collect all necessary taxes at the time of sale and remit same to the appropriate government authorities.

All licenses and permits must be available in case of on-site inspection. It is the responsibility of the producers to comply with any local, state and federal laws that pertain to their business.

Items Permitted for Sale

Food items allowed for sale may include, but are not limited to, vegetables, fruits, meats, eggs, baked goods, honey, ciders, flowers and plants.

Any vendor wishing to bring additional product(s) not initially listed on their original application must submit an amended application with the new product(s) for approval before bringing said product(s) to market.

Any producer wishing to advertise their products at the market as Organic or Naturally Grown must provide documentation of certification or a signed affidavit if exempt from certification.

Live animals and commercially produced foodstuffs may not be sold at the market. Items purchased for resale, as well as items made from kits, commercially available plans and items that are mechanically mass-produced may not be sold at the market.

The Church of the Nativity, Episcopal will not store equipment and goods for participants and will not act in bailor/bailee capacity.

The Church of the Nativity, Episcopal is not responsible to the participant for returned checks or merchandise.

The Church of the Nativity, Episcopal reserves the right to publish photos of participants and their products. Although The Greene Street Market at Nativity and The Church of the Nativity, Episcopal are very interested in the success of the market, they have no duty to promote or advertise the market to the general public

Many items are subject to Alabama Department of Public Health regulations. It is the responsibility of the producer to abide by these regulations. For further information regarding these regulations contact the Madison County Health Department or any Alabama county health department -

Madison County Health Department
Environmental Health
301 Max Luther Drive
Huntsville, AL 35811
256-539-3711 or 256-533-8726

Market Fees

Season Plan

\$300.00 for one 10' x 10' space for the entire market season, paid in advance on the date specified by the Market Board. Location choice will be offered to season plan participants. As much as possible the location will remain the same throughout the market season.

Half Season Plan

\$180 for one 10' x 10' space for 1/2 of the market season, paid in advance on the date specified by the Market Board. Location choice will be offered to season plan participants. As much as possible the location will remain the same throughout the market season.

Weekly Plan

\$20.00 for one 10' x 10' space per market date. This will be collected during market hours. Even though payment for a space using this plan is not made until market day, **a reservation must be made with the Market Manager before Wednesday of that market week.**

Eustis Avenue - Every Market

\$220 for one 10' x 10' space for the entire market season, paid in advance on the date specified by the Market Board. Location choice will be offered to season plan participants. As much as possible the location will remain the same throughout the market season.

Eustis Avenue - Alternate Markets

\$110 for one 10' x 10' space for the entire market season, paid in advance on the date specified by the Market Board. Location choice will be offered to season plan participants. As much as possible the

location will remain the same throughout the market season.

Tent Rental

The market has some tents and tables for rent. Tent rental includes set up and take down. Tents rent for \$20/market and tables for \$5/market. If a vendor wishes to rent a tent/table for a market, the market manager should be notified in advance to be sure that a tent is available. If a vendor wishes to rent a tent & table set for the season (either full or half) the price will be the same as for the space i.e., \$300 for the entire season and \$180 for the half season.

Space Assignments and Reservation Policies

Prepaid Season Plan producers will receive priority selection of reserved spaces. The Market Manager will designate the spaces for participants. Assigned spaces may change depending on the market's weekly needs. Every effort possible is made to keep each vendor in a regularly assigned space and to keep the spaces contiguous to maximize product visibility.

All applicants will occupy only one space per Market Fee paid. Displays must be confined to the assigned space. Multiple spaces may be occupied with the payment of additional Market Fees as needed per space utilized. Participants who want to share space will be charged together for one space and all products of both participants must be contained within that one space.

The market will attempt maintain a ratio of 60% farmers to 30% value added food producers to 10% artisans. The ratio will be measured based on the number of current accepted applications on file. The board of the Greene Street Market at Nativity monitors the overall composition of the market and determines the number of vendor openings available by type. Priority will be given to artisans participating in the market the previous year. Participants cannot give/sell their participation rights/booth space to any other person without the express written consent of the Market Manager of the Greene Street Market at Nativity and permission may be withheld for any reason.

The Church of the Nativity, Episcopal has the right to deny a space at any time for any reason deemed worthy by The Greene Street Market Board of Directors. The Church of the Nativity, Episcopal has the right to cancel market days due to dangerous weather or other causes.

No vendor can leave before the closing unless permission has been given by a GSM staff member.

Set-Up and Clean Up

A member of the market board will open the market space and oversee the setup of producer tents and tables. Vehicles may enter the lot 2 hours prior to opening on market day and vendors may begin setting up once they have an assigned space for the day. It is necessary for all producers to be set up no later than 15 minutes before the opening of the market. and ready to do business when the market opens. **There will be no sales allowed before the market opens.**

Each producer is responsible for setting up his or her own tents, tables and signage in the manner specified by the Market Manager. **Proper staking or weighting of tents at all four corners is mandatory.** Producers will be solely responsible at all times for the cleanliness within their vending area, regardless of the origin of the debris. Each producer is required to leave the space clean. All vehicles should be loaded and cleared from the market area one (1) hour after the market closes. Nothing can be placed outside the designated space for each participant without special written permission from the market Managers of the Greene Street Market. Additional fees may be incurred for use of more than the allotted 10' X 10' area.

Greene Street Market personnel have the right to demand immediate clean-up and removal of hazardous equipment and the immediate removal and discard of clearly defective produce and other products.

No-Show Vendors

A no-show vendor is defined as one who does not attend the market when expected, without notifying the Market Manager at least 24 hours before the market. It is each vendor's responsibility to inform the Market Manager of attendance at the market. The space rental fee paid in advance will not be refunded for a no-show vendor. Vendors have unexpected circumstances that will cause them to arrive late should notify the Market Manager as soon as possible. This is a courtesy that will allow for smooth set-up of the market, avoiding stress and set-up delays.

Smoking

Due to customer concerns, the Greene Street Market at Nativity will be a smoke free zone. There will be no smoking allowed in the market area or within 20 feet of any market booth. This includes electronic-cigarettes. Vendors who smoke are asked to step behind their booths to smoke and off the market premises. Smoking debris should be correctly disposed of and should not be dropped in or near the market area.

General Violations

No firearms or drugs will be allowed on market premises.

All profane, abusive, discourteous, and boisterous language and/or conduct at or in the market vicinity are strictly prohibited.

There is to be no "dumping" of produce at the end of the market day.

Fraudulent, dishonest, or deceptive merchandising or collusion to set prices among producers may be grounds for forfeiture of the right to do business of any kind in the market for a length of time to be determined by the Board of Directors.

No booth fees will be refunded to any producers found to be participating in these activities. If the Market Manager determines that a producer has violated any provision of the market policies, that producer may be penalized.

Complaints

Any complaint made against a producer must be in writing and given to the Market Manager. The Market Manager is responsible for reviewing and resolving complaints. Together, they shall determine what type of investigation, if any, shall be conducted in response. They also have the sole discretion to determine whether or not that complaint will be disclosed to the producer under complaint. Also, the producer under complaint may or may not be given the opportunity to respond; this will depend on the nature of the complaint.

Indemnification

The participant acknowledges full responsibility for all activities conducted in connection with the Greene Street Market at Nativity and agrees to indemnify and hold harmless the Market, the Church of the Nativity, Episcopal and each of their respective employees, agents, officers, directors and representatives (collectively, "Representatives") from and against any and all liability, loss, damage, expense, suits, claims, penalties or judgments arising in connection with the participant's participation in the Greene Street Farmers Market. Participant acknowledges that his/her responsibilities include any and all costs and expenses incurred by the Market, the Church of the Nativity, Episcopal or their Representatives in defending claims which may be brought against any of them.

Participants are liable for their own products. The Greene Street Market at Nativity and/or the Church of the Nativity, Episcopal shall not be held accountable for the products offered by participants. Product and liability insurance is the responsibility of the participants. Participant assumes all risk of loss due to fire,

theft, weather or other causes of damages or loss. Participants agree to fully indemnify and hold the Church of the Nativity, Episcopal harmless from any claims of property damage or bodily injury caused by any member of the public due to the acts or omissions of the participant. There are no other agreements between the Church of the Nativity, Episcopal and the participants, whether written or oral, other than the Rules and Guidelines and application of The Greene Street Market at Nativity.