

Waimea Town Market at Parker School

Adopted: 24 August, 2008; Last Modified: May 2021

MARKET RULES

The Market Rules are to be followed by all those who participate in the Waimea Town Market at Parker School.

1. Administration

a. Waimea Town Market at Parker School (herein referred to as the “Market”) is owned and operated by Waimea Town Market, LLC (herein referred to as the “Owner”), a Limited Liability Company organized in the State of Hawaii. As owner/operator it retains primary decision-making authority for the Market, including acceptance of vendors, developing and enforcing Market Rules, and Waimea Town Market, LLC Bylaws, any of which it may change from time to time at its sole discretion. Parker School, as landlord, has the right to recommend changes to rules that have specific impact to the school, as it deems necessary. Under the Lease Agreement with Parker School, a member of Waimea Town Market, LLC serves as Market Manager.

b. These rules and all subsequent modifications thereof form an integral part of the contract between the Owner and admitted Vendors. The agreement to abide by these rules, signed by Vendors as part of the application process, is binding.

c. The name Waimea Town Market belongs to Waimea Town Market, LLC, and the name Parker School belongs to Parker School. These names may be used by admitted Vendors in promotional materials for their Market businesses. (Note that there is no entity named “Parker School Market,” and that phrase should not be used to refer to the Market.)

d. The Parker School grounds (lawns, parking areas, porches and restrooms) used for the Market are not a public space. Rather, the space is leased to a private company, i.e. the Owner, for the duration of the Saturday market. The Owner opens this space for use by vendors, customers, and others as it sees fit, but maintains full authority to determine the activities that take place within the school grounds during that time.

2. Vendor Admission and Space Assignments

a. To continue as a stable entity and to increase its appeal to new and repeat customers, Waimea Town Market, LLC admits only vendors who are committed to weekly attendance at the Saturday Market.

b. The Market has a capacity for approximately 50 Vendors. There are currently two categories of vendor: full-time and seasonal. A limited number of seasonal vendors may be accepted for admission to the Market at the discretion of the Owner, depending on space availability.

c. Unless doing so prior to June 26, 2014, Waimea Town Market Vendors **may not** participate in any other “Farmers Market” or similar venue in Waimea established after September, 2008. Further, Vendors may not sell, or permit to be sold, at such disallowed markets, products that they sell at the Waimea Town Market. Violation of this clause may result in suspension or expulsion. Vendors

who participated in disallowed markets prior to June 26, 2014 are permitted to continue to sell at those markets.

d. A completed Vendor Application constitutes an agreement to abide by all rules of Waimea Town Market at Parker School. Vendors are responsible for informing their employees, volunteers, and social visitors of the rules and of ensuring that those individuals abide by the rules. Violations by employees, volunteers, and social visitors may result in the Vendor's suspension from the Market.

e. Applications for Vendor membership will be taken as received, but will be acted upon by the Owner and its advisors only at such times as Vendor vacancies are available. New Vendor selection will take into consideration all new Vendor applications received prior to the date of vacancy availability, without regard to the date of the application. Applications will be considered on the basis of the compatibility of the vendor and proposed product(s) with the Market concept, the needs of the Market and its customers, and appropriateness of the applicant and product(s) to Parker School. After an application concept is deemed to be suitable, the applying Vendor may be invited to show their product(s) to the Owner and its advisors so that the product can be reviewed. After potential Vendors' products have been reviewed, successful applicants will be admitted.

f. To maintain organization at the Market, as well as to aid returning customers in finding particular Vendors, space for each Vendor will be designated. Long-term booth locations will be assigned based on space availability, vendor preference, and the needs of the Market as determined by the Market Manager. However, no booth space assignment should be considered "permanent" as rearrangements may be made as the needs of the Market dictate.

3. Absences

a. Vendors should notify the Market Manager in writing (email) at least 24 hours in advance of a planned absence.

b. Vendors should notify the Market Manager of an unplanned absence by 6:30 AM on the morning of the day on which they will be absent.

c. A Vendor needing an absence of greater than 2 market days in succession should apply for a leave of absence. Such application must be made to the Market Manager in writing (email) and should explain why the Vendor is requesting the leave. The Owner and its advisors will consider such application and will notify the Vendor of their decision.

d. A full-time Vendor's failure to be in attendance at the Market more than two times in any calendar quarter, or more than eight times in one year, will result in that Vendor's suspension. A full-time Vendor who misses three consecutive weeks will be suspended from the Market. Seasonal vendors are required to maintain full-time attendance at the Market during the relevant season; failure to do so will result in suspension.

e. A suspended Vendor must reapply for reinstatement, which will be at the discretion of the Owner. A reinstatement application will be considered in the same manner as would a new vendor application.

f. Vendors with planned absences should attempt to keep their booth open with a substitute sales person during the absence. In unusual circumstances prolonged absences or arrangements whereby a different Vendor may carry an absent Vendor's product(s) during that Vendor's absence may be permitted. Requests for such absences must be made in writing (email) to the Market Manager.

4. Booth Requirements and Facilities

a. The Market will be held on the Parker School lawns and basketball court.

b. Vendors must not park in the main paved parking lot, immediately behind the Frear Building or on Lindsey Road directly in front of the school as those spaces are reserved for our customers. A Vendor parking area is available beyond the tree in the field behind the Frear building, in the back of the area reserved for customers. Vendors on the basketball court or along the rear of the Market may park behind their booths. The fire lanes (paved road areas) must not be obstructed at any time.

c. Unless specifically approved by the Market Manager, trailers may not be brought onto the School's grounds. Vendors may not park trailers on Lindsey Road, directly in front of the School, nor on Puuki Street, behind the School. Trailers may be parked in the lower school lot, off Kapiolani St.

d. Vendors should remember that the homes along Puuki Street are private. As good neighbors, Market vendors are requested to use Puuki Street for access and parking as little as possible, and to drive slowly when using the street.

e. A tent or canopy is required for each vendor. In general, each Vendor will have room for a 10x10 foot "pop-up" tent, or the equivalent. Vendors desiring more space should discuss their needs with the Market Manager; there may be additional charges for additional space.

f. All vendors are required to have a sign that shows their name (or business name) in a prominent manner every Market day and to have table coverings for all tables used. For appearance's sake, it is recommended that traditional tablecloths be utilized rather than table covers that only hug the top of the table.

g. All displays should be neat and tasteful. Vendors should, in general, avoid displaying products in plain cardboard boxes, as those are often unsightly. Cardboard boxes displaying a business name or brand other than that of the Vendor are prohibited.

h. Maintenance by Vendors of a clear walkway for customers to move from one Vendor to another without obstruction is an important safety issue and will be enforced by the Market Manager.

i. Space may not be transferred from one Vendor to another.

j. Potable water will be available as needed to all Vendors. Electricity, for a limited number of Vendors, may be purchased separately, for an additional charge per Market day. Restroom facilities for Vendors are available in the small building north of the basketball court and in the Frear Building. At Parker School's request, customers seeking restroom facilities should be directed to the small building north of the basketball court.

5. Hours of Operation

a. The Market will be open for Vendor set-up at 6:00 AM. All vehicles must be cleared from the Market and main parking areas by 7:15 AM. Not more than one vehicle per vendor should be in the Market area during setup, unless approved by the Market Manager. Vendors should complete break-down and are expected to leave the Parker School property by 2:30 PM. Vendors may not remove their tents before noon (indeed, they are encouraged to remain present in their booths until noon to talk with shoppers) and should not drive vehicles in the Market area while any other Vendors remain open for business.

b. The Market will be open for business from 7:30 AM (a bell will be rung to announce the time) until noon on Saturdays throughout the year. Vendors must be present with tents in place and ready to vend by 7:30 AM. The Market officially closes at noon; however, vendors still doing business may stay longer, but must vacate the Parker property by 2:30 PM. When Christmas or New Year's Day falls on Saturday, the Market will be rescheduled for an alternative date.

c. Shopping is not permitted at the Market before the opening bell rings at 7:30 AM. Vendors should not permit shoppers to enter tents or select items before the bell. Selling products early encourages buyers to enter the Market area before all Vendors are set-up, raises the risk of accidents, and encourages customers to arrive earlier and earlier.

6. Fees

Fees for weekly space rental (and for electricity when provided) will be set by the Owner. The fee schedule will be provided to all Vendors. Hawaii General Excise Tax (GET) will be added to the fee for Market Space. The fee covers the use of one 10x10 space. An email address is required for each vendor in order to receive the rent invoice (and other market communications). Rents, including the various fees, are payable for one month and due no later than by the 15th of the month. After this date rent will include a \$10 late fee. Rent may be paid by cash or check in person at the market manager's booth, or online by clicking the button in the electronic invoice. Vendors may choose to submit forms to the market managers for automatic rent payment via bank transfer or credit card payment. Rental fees are not refundable for missed Market dates, or for permanent withdrawal from the Market. The unused portion of any fees collected for the use of electricity will be refunded if a vendor permanently withdraws from the Market.

7. Shared Booths

Vendors may not generally share space with another Vendor, such that both Vendors occupy the site on the same Market day. Vendors desiring an exception to this rule must present their request in writing (email) to the Market Manager. The Owner and its advisors will consider such exceptions only when the exception is perceived to produce a significant benefit to the Market or to Parker School. If an exception of this kind is permitted, an additional fee for booth sharing may apply.

8. Safety/Insurance

a. It is the responsibility of each Vendor to establish and maintain safe conditions in and around his/her booth. Care should be taken to avoid sharp corners, tripping hazards, and other potentially dangerous situations.

b. Each Vendor should ensure that his/her booth structure and canopy is securely anchored at each of its four legs, and can withstand the strong wind gusts that can occur in Waimea. Anchoring is not optional, and must be performed even in the absence of wind. Forming stakes, attached with several wraps of duct tape, bungee cords, or bicycle tire inner tubes to the tent legs, or similar, heavy-duty staking arrangements are required for booths located on the grassy areas. The small stakes that come with the tents are not adequate, and will not be permitted to be used alone. Heavy weights (35 pounds per tent leg, minimum) may be substituted for stakes. Weights of 35 pounds or more are required for tent legs that cannot be staked (e.g. on the basketball court). Both staking and weighting are recommended wherever possible. When staking and weighting are used together, the weight requirement is relaxed, as 20-25 pounds of weight would provide reasonable extra anchoring. Where possible, vendors may attach the legs of their tents to structural members of buildings or fences (not to trim), or to vehicles, any of which may serve as a substitute for

staking/weighting of the tent legs so attached. Attachments in these situations should be of adequate strength (e.g. rope or multiple wraps of heavy-duty bungee cord or the equivalent).

c. Each vendor shall maintain a general liability insurance policy (minimum \$1 million/\$1 million). As a part of this requirement, each vendor is required to provide to the Market Manager current certificates for the following additional named insureds:

Waimea Town Market
P. O. Box 6836
Kamuela, HI 96743

And

Parker School
65–1224 Lindsey Rd.
Kamuela, HI 96743

9. Applicable State and County Laws

a. Vendors of processed food items (including, but not limited to, baking, bottling, cooking, chopping, smoking, drying, preserving, and pickling) must have a current Food Preparation Permit, available from the Hawaii State Department of Health, or a Commercial Kitchen permit, if so required by Hawaii Law. An Inspector for the Hawaii State Department of Health may visit the Market from time to time to check that permits have been obtained, and that the Department's rules are being followed.

b. It is the responsibility of each Vendor using scales to ensure that his/her scales are accurate. A Hawaii State Scale Inspector may visit the Market from time to time to check the accuracy of Vendor scales.

c. It is the responsibility of each Vendor to obtain a General Excise Tax certificate and to abide by HRS §231, governing collection and payment of the General Excise Tax. The Owner reserves the right to require that copies of this certificate be made available to the Market Manager.

d. It is the responsibility of each Vendor to adhere to any other county or state law pertaining to temporary vendor establishments or operations at "farmers" or open markets, or to laws pertaining specifically to their product(s).

10. Products

a. Items offered for sale must be of the highest quality and fresh where appropriate.

b. Products sold by each Vendor should generally be created, made, grown, cooked or otherwise produced or prepared by the Vendor in Hawaii, preferably on the Big Island. However, other Vendors/products may be approved if admitting such a Vendor/product would provide significant benefit to the Market and its customers, or to Parker School.

c. Vendors are approved to sell specific products. Approval may be granted to a Vendor to sell all or only some of the products listed on that Vendor's application. A Vendor is thus prohibited from selling products for which they are not approved. A current Vendor wishing to add a new product (an addition to their currently approved product list) must submit a written (email) request to sell that product to the Market Manager prior to introducing the product for sale. The Owner and their

advisors will consider such new product requests in the same manner as products from new applicants are considered, and may grant or withhold permission for the sale of such products at their discretion.

d. Ancillary products, incidental to a Vendor's principal product, may be purchased and sold in small quantities, with the approval of the Owner. Application for ancillary products should be included in a prospective Vendor's application or, for a current Vendor, made in writing (email) to the Market Manager. If one of a Vendor's ancillary products becomes primary, that Vendor must request permission from the Owner to change primary products to the new one, and may not sell such product for more than two weeks without receiving such permission.

e. The word "organic" is a legal term. Members may not use the word "organic" to describe their product(s) unless the product(s) have been certified as organic by a recognized agency. Waimea Town Market does not permit Vendors to use the word "organic" under the small producer exclusion. Vendors are encouraged to discuss their production methods with the public.

f. The Market's lease with Parker School specifies that that Vendors who carry health-related items may not make explicit medical claims for those items. Words such as "cures" and "treats" used in relation to specific medical conditions are to be avoided in printed materials and in discussions with customers.

11. Conduct at the Market

a. Vendors (and their employees, volunteers and social visitors) must present themselves in an appropriate manner, dress, and state of cleanliness.

b. Shirts and footwear must be worn by all persons working at the Market.

c. Vendors should behave in a cooperative manner with other Vendors.

d. Consumption of alcoholic beverages by Vendors at Market is prohibited.

e. Parker School has a no-smoking policy on campus. The prohibition includes smoking tobacco products, e-cigarettes, and vaping. Vendors and their employees are required to abide by this policy, and to also mention this school policy to anyone they notice smoking on the campus.

f. No hawking or calling out to attract buyers is permitted.

g. Vendors are not permitted to bring animals to the Market. Vendors who violate this rule will be asked to remove the animal immediately; a second violation will result in immediate suspension from the Market.

h. Vendors may not sell products or otherwise solicit customers outside of their assigned booth space.

i. Solicitation of vendors or customers by persons or organizations which are not part of the Market is prohibited. Vendors who notice such solicitation should bring it to the attention of the Market Manager.

12. Refuse and Clean-up

a. Vendors should provide a refuse container appropriate to their business. It is a condition of the Market's agreement with Parker School that the Market will leave the campus exactly as it was found each day. All trash generated by the Market must be cleaned up by the Vendors, and removed by them at the end of each Market. Each food vendor who serves meals must provide a freestanding, visible and accessible 33-gallon (or larger) garbage can with liner. Beverage vendors, and those who sell snacks, baked goods and any other food item which may be consumed at the Market, must also provide a freestanding, visible and accessible garbage can with a liner, although these can be smaller than 33 gallons, but should be appropriately sized to the business's volume of waste material.

b. All refuse, including used oil/grease, and food residue, must be removed from campus and disposed of off-campus by each vendor using or creating such refuse.

c. Vendors selling items that can be consumed at the Market are responsible for cleaning the picnic tables prior to the beginning of each market.

13. Maintenance of Grounds

a. Vendors whose booths are located on the grass should try to maintain the grass surrounding their booths in healthy condition. If a vendor notices that the area within and around his/her booth is being worn down, that Vendor must provide a ground covering to be used over the worn area during the Market.

b. Vendors whose booths are located on the basketball court and who prepare and serve food must minimize the amount of food residue that falls on the court. All food, grease, oil, etc. must be cleaned from the surface of the court at the close of the Market.

c. At the end of each Market, every Vendor should police the area around his/her booth and the central area (around picnic tables, etc.) to ensure that disposables from his/her operation are not littering the grounds.

d. Vendors should not dump ice on the grass. Ice may be disposed of on bare areas away from the lawns, or on pavement.

e. Recorded music should not be played at a level such that it would be audible to Vendors in adjacent booth. Vendors who require aural stimulation during setup and breakdown are requested to use earbuds.

14. Temporary Booths

At the discretion of the Market Manager, booth space may be provided for community service, not-for-profit organizations, or for other uses that the Owner believes may bring a benefit to the Market, Parker School or the greater community. Sales of products by organizations permitted under this Paragraph may be approved at the discretion of the Owner, but generally shall be limited to items clearly identified with the specific organization. Temporary booths are not offered to religious, political or special interest organizations, except that elected officials may be permitted booth space provided that it is not within the three months prior to that official's appearance on an election ballot. Organizations utilizing a temporary booth must provide the same insurance documents as regular vendors, as outlined in Paragraph 8(c) herein.

15. Fundraising

The Market does not permit fundraising of any kind, other than as outlined in Paragraph 14 of these rules. Specifically, no Vendor or other entity or individual is permitted to solicit for any organization or individual, either in a booth, or elsewhere in the Market space.

16. Parker School Booth

Space for a Parker School booth will be provided each week, as required by the School; however, the space must be reserved in advance with the Market Manager, through the Parker School Business Office. Products sold at the Parker School booth must be approved by the Owner, and generally should not compete with products sold by regular Market Vendors. All proceeds generated by the Parker School booth must be used to benefit the entire school, or its official subdivisions (e.g. classes, clubs and the like); the booth may not be used to generate funds for individuals or for non-Parker School entities or activities, even though such entities and activities may involve Parker School students, employees or parents.

17. Violation of the Rules.

Persistent violation of the Market Rules will result in permanent suspension.