



Market Rules and Regulations Vendor Application Form

Market Location:

Bayou Carlin Cove Boat Landing & Pavilion
605 S. Railroad Street (Hwy 330 S)
Delcambre, LA

For GPS/mapping enter: 605 South Railroad Street • Delcambre, LA 70528

www.delcambremarket.org • www.facebook.com/delcambremarket

For more info contact: Brittany Gordon, Market Manager
c/o Twin Parish Port Commission
P. O. Box 101, Delcambre, LA 70528
Toll Free: (800) 884-6120 ext. 6 • info@delcambremarket.org



Thank you for your interest in the Delcambre Market.

The Market is open for business on the first Saturdays from 9:00am to 1:00pm from April to December.

Our objective is to promote local farmers, fishermen and artisans and give them the opportunity to provide our citizens with fresh, local products. The following guidelines for New Vendor/Product are provided to make sure the market is as fair and simple as possible.

2019

Please review, complete the enclosed application and return to:
Brittany Gordon, Market Manager
Twin Parish Port Commission
P. O. Box 101, Delcambre, LA 70528
Toll Free: 800-884-6120 ext. 6
manager@delcambremarket.org

Management and Organization

Rules and Regulations

The Delcambre Market is an economic development project of the Twin Parish Port District. The Market is made possible by funding from the United States Department of Agriculture, Blue Cross and Blue Shield of Louisiana Foundation, and the Twin Parish Port Commission. It opens on the first Saturday each month from April to December. It is located at Bayou Carlin Cove Boat Landing & Pavilion, 605 S. Railroad in Delcambre.

The Market Management Team as designated by the Port Commission and its partners along with the Market Manager and staff will provide the management guidance, decisions, and operations of the Market. In all cases, you can contact the Market Manager with questions, inquiries, grievances, and assistance.

The mission of the Market is to increase access to fresh, wild caught, locally harvested or raised products, produce, seafood, game, and crafts in the Acadiana region, to build community through strong producer/consumer relations, and promote sustainable economic development.

All persons who actually catch, raise, or produce the products they intend to sell in the Market are eligible to participate in the Market. Some allied products with approval of management are allowed if the product relates to or aids directly in the preparation or preservation of other fresh market products.

The asphalt parking space next to the pavilion is reserved for customers and food trucks. After arrival and unloading, vendors must park their vehicles in the limestone lot furthest west from the pavilion. A market assistant will be available to drive vendors to and from that lot. Weather permitting, parking on the grassy hill on the north side of the property is also available for vendor parking. **Failure to comply will result in \$50 fine. The Delcambre Police Department will be patrolling.**

Vendors are not permitted to sell prior to the market start time (9:00 am on Saturdays) and are not permitted to leave prior to the close of the market (1:00 pm on Saturdays.) **To ensure a designated space, payment of the market fee must be made eight (8) days prior to the market.**

1. General Rules that Vendors Must Follow: The Market will operate on designated days and times. **The deadline for vendor applications and fees paid is eight (8) days before the Market event to provide sufficient time for production of signs, promotions, and other materials.**

1.1 Definition of Vendor and Farm or Production Facility: All products sold must be grown, wild caught or otherwise produced by the vendor. "Vendor" is defined as the producer of the goods sold and will include the spouse, siblings, children, parents, and employees of the applicant who assist in the cultivation and/or production at the same property listed in the attached Vendor Application under the "Farm/Business Name." The term "employee" is also construed to include part-time or seasonal contract labor and/or contract services as long as the labor or services are performed with supervision of the vendor.

Produce grown or products produced at a location not listed in the application are not eligible to be sold except as noted in the Exceptions. A vendor may not sell products grown or produced by others except as noted in the Exceptions. The market's objective is to assist small entrepreneurs to break into the market; therefore, preference will be given to vendors who do not already maintain retail operations. The vendor warrants the quality of all his/her products when they are offered to the public.

1.2 Items Permitted for Sale: In order for the Market to endure an appropriate product mix, vendors are permitted to sell only the items that are listed on their vendor application. Vendors who want to introduce new products must contact the management to make an amendment to their vendor application. Items allowed for sale may include the following:

1.2.1 Seafood & Game: The Market seeks to fill 30% of its Market product mix with seafood and wild game items. These items include fresh fish, crabs, shrimp, oysters, and other seafood, provided the product is captive-raised or wild harvested by the vendor. For wild game, see Rule 1.3.2 below.

1.2.2 Produce: The Market seeks to fill 30% of its Market product mix with items offered by local producers such as fresh vegetables and fruits, seedling seeds, flowers, herbs, and other locally grown items.

1.2.3 Value-Added Products: The Market seeks to fill 15% of its Market produce mix with value-added products. Market participating preference is given to those selling value-added products such as jams, jellies, salsas, hot sauces and similar products in which at least one major ingredient is grown or harvested within the limits of Vermilion and Iberia Parish. One vendor can also sell ingredients, such as fruits, vegetable, and other products, to another vendor who would then produce the value-added. The Market Management Team must approve the value-added products prepared by vendors prior to application acceptance.

1.2.4 Specialty or Unique Ingredients: In a case where an ingredient is deemed by the Market to be a specialty or unique item that is not grown or produced by another market vendor or is grown or produced outside the Acadiana region, the Market will make reasonable allowances for such items or vendors to participate in the market.

1.2.5 Artisan Crafts and Services: The Market seeks to fill 15% of its Market product mix with art and craft items. All art and craft items must be original handmade by a local artisan. "Services" include tool-sharpening, provision of agricultural and nutrition information, and related activities or services. They may be allowed at the discretion of the Marketing Management Team.

1.3 Exceptions to Permitted Items –

1.3.1 Baked goods, such as breads, pies, cakes, and cookies, and other prepared food are exempted from the rule of **Items Permitted for Sale.** Vendors of baked goods must bake or otherwise prepare their own products. No commercially prepared products can be sold. Vendors of these baked/prepared food items are strongly encouraged to buy key ingredients for their products from other vendors.

1.3.2 Wild Game – Meats from wild game such as alligator or deer are permitted to be sold by a vendor who did not catch or hunt the wild game provided the vendor dressed or otherwise prepared the meat for sale. The vendor must be able to provide the contact information of those who caught the wild game and vouch that such person caught the wild game.

If a product is not invited into the Market, it may not be a reflection upon the quality of the product. Rather, products are chosen based on the Market's stated criteria and specific needs for a balanced product mix. Although some goods produced are highly desirable, they may not lend themselves to this particular forum. Any and all interest from potential vendors and their creative talent and entrepreneurial drive within our region will be appreciated. With this in mind, the Market will strive to be a useful outlet for many local talents.

No garage sales items are allowed such as clothing, dishes, appliances, glass ware, figurines, balloons, stuffed animals, dolls, etc.

2.1 Vendor Application and Product Verification: Prospective vendors intending to sell at the Market must file an application with Market Management, which states that the prospective vendor is the actual grower or producer of the specific items intended to be sold in the Market. The applicant may begin selling at the Market only after the application has been approved. The Market Management Team will review the application and grant approval authority. All vendors shall allow Market Management to inspect their production facilities at any time, with or without notice, to ascertain that products being sold are being grown, harvested, or otherwise produced on-site as to maintain the integrity of the producer-only Market.

2.2 Vendor Acceptance Criteria: The Market is committed to creating a diverse marketplace with the highest quality, locally produced products available. The Market reserves unconditional discretion to accept or refuse anyone as vendor and will consider many factors when evaluating vendor applications. In an effort to build community, the Market vendor preference will be given to local farmers, fishermen, and artisans who reside and harvest products within Vermilion and Iberia Parish. Local farmers and producers must grow or harvest on farmland which they own or operate. To qualify as a seafood “farmer,” the vendor must own, lease, or operate a fishing vessel or parcel of land where the seafood is caught or harvested. *Fishermen participating in the Delcambre Direct Seafood Program are permitted into the Market without payment of any additional fees. If you are a fisherman or vendor of seafood, please register with the Delcambre Police Department. You must also complete the attached application and return it to the Market Manager.*

2.3 Space Assignment: The designation and allocation of vending spaces will be the responsibility of the Market Management Team. Market Management will assign spaces prior to the Market day. Vendors can display produce on tables facing the public; produce may not be displayed on the ground (with the exception of live plants). Vendors displays and signs must not infringe upon the neighboring booth. The Market Management Team has the right to require a vendor to change his/her display if it is deemed to present a safety risk. Stall spaces will be designated to vendors in accordance with a Preference Allocation System. This System ensures that location preference is given to those who reside and harvest in the Acadiana region and a “first paid, first assigned basis.”

3.1 Vendor Responsibilities

3.1.1 Health Regulations – All vendors participating in the Market must comply with the sanitary rules and regulations of the Parish and State Health Departments. All seafood, fish, meat, meat products, poultry and dairy products must be raised, harvested, prepared for sale, packaged, and displayed in accordance with current local, state, and federal regulations. All produce must be fresh (not last week’s produce on sale today) and elevated off the ground by at least 6 inches. Value-added products must be produced in accordance with state health regulations. Food samples, if offered, must be provided to the public in appropriate containers, maintained at an appropriate temperature, and handled in accordance with health regulations. Open flame cooking equipment can be used only with advanced permission of the Market Management Team. All cooking will be conducted in a separate tent (provided by the vendor) and placed away from the main market line. All cooking vendors must have an approved fire extinguisher on hand at all times. The Market Management Team can deny a vendor permission to offer food samples for such reasons as extremely hot weather and/or if a potential health issue is raised.

3.1.2 Hold Harmless Clause and Insurance – All authorized vendors participating in the Market shall be individually and severally responsible to the Twin Parish Port District, Iberia Development Foundation, and the Delcambre Shrimp Festival Association (Indemitees) for any loss, personal injury, deaths, and/or any other damage that may occur as a result of the vendors’ negligence or that of its agents and employees. All vendors hereby agree to indemnify and save the Indemitees from any loss, costs, damages, and other expenses including attorney’s fees, suffered or incurred by Indemitees by reason of the vendors’ negligence or that of its servants, agents, and employees. Because no insurance is provided to participants of the Market, each vendor must carry his/her own liability insurance and cover any incidents related to damage caused to persons or property by a vendor’s vehicle. At the request of the Twin Parish Port District, proof of vehicle liability insurance will accompany all applications to sell at the Market.

3.1.3 Market Set-Up – The setting up of the Market may begin at 7:00am on Market Saturday mornings. Vendors must be in their assigned spaces no later than 8:45am. Vendors arriving after this time may be excluded from participating in the Market for that . Vendors are to off-load their products, chairs and tables and setup at their booth, and park in designated vendor parking. Tents are not allowed under the pavilion, but are allowed on open concrete slab. Off-loading times will be pre-assigned to vendors if deemed necessary. This will prevent a backlog of vehicles trying to access booth unloading areas. Neither selling nor bagging will begin before 9:00am on Market Saturdays. Upon arrival at the Market, before beginning set-up, all vendors must check in with Market Management. Selling shall cease at 1:00pm on Saturday.

3.1.4 Market Clean-up – All vendors will be responsible for the cleanliness of their selling areas during Market hours. Vendors will clean up their areas at the end of each Market day. All vendors agree to bring a trash can and keep the market area free of any debris generated by Market activity. Vendors will not use public trash receptacles for disposal of produce boxes or unsold produce. All vendors will load their vehicles and be clear of the parking lot within one hour of close of the Market.

3.1.5 Pricing, Weights, and Measures – Each vendor will operate as an individual entity, and, as such, each vendor is responsible for setting his/her own prices. However, intentional undercutting and price wars are not allowed. Weights and measures are expected to be in accordance with all applicable local, state, and federal rules and regulations.

3.1.6 Signage – All vendors must display their farm/business name at their booths for the duration of the Market. If a vendor sells out of product, the farm or business name must remain at the booth, along with a sign indicating that the vendor is out of product. All signage is subject to the approval of Market Management. Vendors must remain in their booth until the end of the market day.

3.1.7 Labeling – All vendors are expected to clearly label all products as necessary and in accordance with all local, state, and federal rules and regulations.

3.1.8 Sales Tax – Each vendor will operate as an individual business entity and as such, each vendor is responsible for collecting his/her own sales taxes, where applicable. Whereas farmers and commercial fishermen selling their own produce directly to consumers are exempt from sales taxes (see Section 6), value-added producers, such as bakers and preserve makers, may be required to pay sales or other taxes (vendors must check the local, state, and other application regulations and follow the rules as they apply). Submit applications to: Iberia Parish School Board Sales & Use Tax Department—Patrick Segura • (337) 365-2341

4.1 Miscellaneous – Due to potential liability concerns, no firearms and no outside alcoholic beverages are allowed. Exception to the no alcohol rule will be made for locally produced wines, etc. Vendors will be allowed to give out small samples of their locally produced products containing alcohol. Vendors may not bring or keep pets at their vending space unless kept on a leash at all times. No loud music or activity of any kind which disrupts the marketplace.

4.2 Regulation of items by Non-Vendors – No sale or distribution of goods, flyers, literature, or presentation of performance will be allowed without 48 hours prior consent of the Market Management Team. Market Management will explain to any individual or group who may try to sell or distribute materials at the Market the process for applying for a booth space.

4.3 Method of Production and Product Quality Claims – Though vendors selling at the market are acting as individual business entities, claims made by individual vendors may be perceived by customers to be backed by the market as a whole. For this reason, claims of specific production practices and claims that products have specific nutritive or other health benefits must be supported by analyses, studies or methods of analysis which are recognized by state or federal government agencies for purposes of certification. For example, under existing state and federal law only certified organic growers may claim to use organic growing methods. As such, a certificate from the state is required and must be displayed.

4.4. Violations and Complaints -- General – Any complaint against any vendor regarding the origination of produce or goods, or any other matter, must be directed to Market Management in writing. Complaint resolution of matters of this nature is the responsibility of the Market Management Team. The Team will determine at their sole discretion what type of investigation, if any, will be conducted in response to written complaints; whether or not the written complaints will be provided to vendors against whom the complaint is directed; what type of response (written or oral) a vendor against whom a complaint is made will be entitled to make; and the time frame in which such a response will be made.

4.5 Vendor/Consumer Conflicts – Any conflict, or potential conflict, which may arise between a vendor and a consumer must be brought to the attention of the Market Management Team for resolution.

4.6 Sole Discretion – When Market Management determines at its sole discretion that a vendor has violated any provision of these guidelines, a vendor may receive a warning, temporary suspension, or expulsion from the Market.

4.7 Cancellation of Application – Market Management reserves the right to cancel the approval of any vendor's application at any time if and when Management finds said vendor in violation of any of the aforementioned guidelines and eligibility requirements. In addition to expulsion from the Market, any vendor found to have not grown or otherwise produced the products that he/she sells at the Market may be reported to local and state authorities.

4.8 Modifications – The Market reserves the right to revise the market rules and regulations at any time as deemed appropriate. All vendors will be notified in writing of any rule changes.

4.9 Booth Rental and Fees **Booth Rental** – All approved vendors who sell goods in the Market are required to pay rent for the space they use. Rents due from each approved vendor will be collected prior to the assigned Market date by the Market Manager. Booth space can be reserved by payment made in advance annually or per market.