



## **Piper & Leaf Maker's Market- 2024**

### **Rules and Guidelines**

#### **Mission:**

- To bring together local small business owners, farmers, and artists to display their goods and wares to our community in the Huntsville, Madison, and Lacey's Spring area
- To provide space for local producers, farmers, and artists to engage with the community
- To bring awareness to our community of who's taking risks and striving to grow their business right here within their city and county

**Location:** The grassy lawn outside Piper & Leaf's Farm location, at **997 Heart of Dixie Highway, Lacey's Spring, AL, 35754.**

**Market Season:** The market facilities shall be opened in late spring as seasonable produce for the area becomes available and will be closed as deemed necessary by Piper & Leaf Tea Company when demand and/or seasonal produce is no longer available.

The Piper & Leaf's Maker's Market will be held rain or shine except in case of severe weather i.e., lightning, extreme winds, severe heat, etc. The 2024 market season schedule is as follows:

**4th Fridays of the month, April 26th to October 27th**

**4:00 p.m.– 8:00 p.m. (vendor set-up begins at 3:00 p.m.)**

**Market Coordinator:** The Market Coordinator will supervise and control the activities of the market and the market property. The Coordinator has full responsibility for making certain that all rules and guidelines, as set forth by Piper & Leaf Tea Company are followed by each producer and his/her agent or employee. Failure by any producer to comply with any of the Piper & Leaf Maker's Market (P&LMM) Rules and Guidelines, or to comply with the direction of the Market Coordinator can result in the forfeiture of the right to do business at the market for a length of time determined by Piper & Leaf Tea Company.

Questions about the market may be directed to:

**Micaila Spellman, Market Coordinator**

**MicailaS@piperandleaf.com**



**Eligibility requirements:** Only producers may sell at the market. A producer is defined as the person that grows or makes the product and may also include the producer's family members 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 Tennessee Valley within 100 miles of the market. All products sold at the market must be grown or crafted by local farmers and/or craftspeople within 100 miles of the market. Exceptions may be made by the Market Coordinator. Persons who want to apply to be a vendor at the P&LMM must submit an annual vendor application that can be obtained from the P&LMM website, [www.piperandleaf.com/piper-farmers-market](http://www.piperandleaf.com/piper-farmers-market). Applications will be compiled and reviewed by the Market Coordinator and are not reviewed based on date received.

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.

Individuals offering products for sale at the market must be at least 18 years of age. Younger children are welcome to participate in the market but must be accompanied by an adult responsible for the child's safety and conduct.

Vendors are wholly responsible for the set-up, tear-down, and clean-up of their booth. Vendors are responsible for supplying their own equipment for the market, including but not limited to: tables, tent, tent stakes, and chairs. There may be basic equipment rentals available from Piper & Leaf Tea Co.'s own supplies, though all rentals are in limited supply and will be subject to availability. Contact the Market Coordinator for questions and pricing on this matter.

Live animals and commercially produced foodstuffs, including items produced by a co-packer, or any other commercial means, 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.

**Farmers:** Applicants will be chosen based on the variety of products offered and on the number of weeks those products will be available. 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 labelled 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. If a producer is part of a cooperative (co-op), products from the co-op may not be sold at the Piper & Leaf's Maker's Market (P&LMM). The P&LMM is a producer-only market and items from co-ops cannot be tracked directly to an individual producer.



Due to an extraordinary amount of customer concern, Genetically Modified (GM) or Genetically Modified Organism (GMO) produce will not be allowed for sale at the market.

**Prepared food vendors:** Prepared food products include, but are not limited to, meats, baked goods, dried herbs and spices, jellies and jams, and canned goods.

Many items are subject to the 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 Morgan County Health Department or any Alabama county health department.

Morgan County Health Department  
3821 Highway 31 S  
Decatur, AL 35603  
Office: (256) 353-7021

**State, County and Local Laws:** All vendors must comply with all Alabama, Morgan County and Lacey's Spring community laws (mandates, ordinances, directives, etc). Failure to comply with any state or local laws will result in dismissal from the market for the day.

**Market Fee:** A vendor's spot at the market will not be truly reserved until payment of Market Fees has been received. Upon acceptance of a vendor's application, said vendor will receive an invoice for their Market Fees. Invoice must be paid in full 7 days before the market date in order to reserve a place, or for the full season plan, by April 19. All Market Fees are non-refundable.

The Full Season Plan is \$190 for the entire selling season. The Weekly Plan is \$35.00 per market day selected. The Weekly fee is intended for vendors who have seasonally restricted goods or who otherwise only wish to participate in the market on certain weeks, rather than the whole season.

**Smoking:** In respect of the Farm grounds, the Piper & Leaf Maker's Market is a SMOKE FREE ZONE. There is no smoking allowed on the market grounds, parking lot or anywhere on Piper & Leaf property. This includes electronic cigarettes and vaping devices.

**General Violations:** No drugs or alcohol 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 product at the end of the market day. Dumping is defined as the sale of products at a higher price at the beginning of the market day



and a lower price 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 Market Coordinator. No booth fees will be refunded to any producers found to be participating in these activities. If the Market Coordinator 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 Coordinator. The Market Coordinator and the Board of Directors are 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 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:** By participating in the Piper & Leaf's Maker's Market, all producers shall be individually and severally responsible to the Piper & Leaf's Maker's Market for any loss, personal injury, deaths, and/or any other damage that may occur as a result of the producer's negligence or that of the producer's servants, agents, or employees. All producers hereby agree to indemnify and save the Piper & Leaf's Maker's Market and Piper & Leaf Tea Co. harmless from any loss, cost, damages and other expenses, including attorney's fees, suffered or incurred by the Piper & Leaf's Maker's Market, by reason of the producer's negligence or that of its servants, agents or employees.

Producers are liable for their own products. Piper & Leaf's Maker's Market shall not be held accountable for the products offered by producers. Product and liability insurance is the responsibility of the producer. 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 Piper & Leaf Tea Co. 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 Piper & Leaf Co. and the participants, whether written or oral, other than the Rules and Guidelines and application of the Piper & Leaf's Maker's Market

Finalized 02/28/24