



# Wagner Area Farmers Market

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## Rules and Regulations

Updated July 2023

### 1. Purpose and Mission

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- 1.1 The Mission of the Wagner Area Farmers Market (WAFM) is to contribute to the success of local growers and producers, as well as other businesses, and create vibrant community gatherings.
- 1.2 Local vendors may provide South Dakota grown produce, baked goods, specialty meats, gourmet food items, bread, greens, vegetables, local artisans and more. This is not an exhaustive list and approval will be determined by the WAFM management.

### 2. Vendor Membership and Eligibility

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- 2.1 Vendor membership in the Wagner Area Farmers Market is voluntary. The Wagner Area Chamber of Commerce and WAFM management reserves the right to refuse and revoke membership.
- 2.2 Vendor membership eligibility includes any individual or business that is in compliance with market rules. An application is required and must be approved by the WAFM management.
- 2.3 Vendors must commit to at least 4 market sessions throughout the season. We encourage vendors to determine their schedule for each month the market runs to help with advertising.
- 2.4 Vendor membership dues are subject to change and are due at the time the application and documents are provided. Membership dues are non-refundable.
- 2.5 Vendor membership is restricted to the greater Wagner area, defined as within 200 miles of the market's location.
- 2.6 WAFM management will determine the limits on the number of vendors selling the same or similar products.

### 3. Application Process

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- 3.1 Vendors and potential vendors are responsible for reviewing and understanding the vendor registration process and materials. The application and additional information is available online at: <https://www.visitwagner.com/farmers-market>
- 3.2 The WAFM management shall review each registration request and determine acceptance/rejection of the applicant.

### 4. Location, Hours of Operations, and Season Duration

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- 4.1 WAFM will operate in Wagner, SD. WAFM may also choose to operate "satellite" markets at various locations throughout the season.
- 4.2 Vendors may begin setup as early as one hour prior to the market opening to the public. Vendors must give a minimum of 24-hour notification to WAFM management if they will be late or absent for any market day.
- 4.3 Vendors may stay past public hours of operation if they wish. However, WAFM management will not be present after public hours of operation.
- 4.4 Specific season start and end dates are determined each year by WAFM management and are weather dependent.

### 5. Liability and State Sales Tax

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- 5.1 Each vendor is required to carry their own liability insurance.
- 5.2 WAFM does not provide insurance for vendors, nor will be held liable for any claim(s) against any vendor(s).
- 5.3 Each vendor is responsible for his or her own sales tax license and sales tax payments.

# Wagner Area Farmers Market

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## 6. Booth Space

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- 6.1 All vendors must rent a market booth space. Management will assign specific booth locations to vendors prior to setup.
- 6.2 A standard booth space is approximately 12' x 18'.
- 6.3 Vendors are responsible for paying any necessary fees prior to setting up their booth space.
- 6.4 All signage, equipment, tables, canopies, etc. will be furnished by the vendor.

## 7. Growing, Safety, and Selling Practices

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- 7.1 All vendors must comply with related federal and state laws, including South Dakota codified laws, the South Dakota Department of Health regulations, as well as the South Dakota Cottage Home Processing food safety requirements. A link to food safety training can be found [here](#).
- 7.2 All baked goods should have protective packaging.
- 7.3 Vendor resources may include:
  - Requirements for selling eggs can be found [here](#).
  - SD Specialty Producers Association resources can be found [here](#).
  - [Serving Samples PDF](#)
  - [Produce Food Safety at the Market PDF](#)

## 8. Ethics and Professional Standards

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- 8.1 All vendors are required to conduct themselves properly, displaying courtesy towards patrons and other vendors.

## 9. Revocation, Complaints and Notice of Denial

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- 9.1 Any deviation or failure to adhere to the WAFM rules and regulations may result in the immediate revocation of a vendor's privilege to use the WAFM as a selling avenue.
- 9.2 Vendors should direct complaints or problems to market management in a timely manner that is not disruptive to the conducting of business at market locations.
- 9.3 The Wagner Area Chamber of Commerce has the power to enforce, formulate, or change the rules, regulations, or process conducive to the best interest of the WAFM.

### Rules and Regulations Vendor Agreement

I, \_\_\_\_\_, of \_\_\_\_\_, agree that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, have read, understand, and will abide by all of the rules and regulations of the Wagner Area Farmers Market as they are written in this document. I understand that failure to do so may result in my revocation from the Wagner Area Farmers Market.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



# Wagner Area Farmers Market Application

Business Name: \_\_\_\_\_ Owners Name: \_\_\_\_\_

Address: \_\_\_\_\_  
(Street) (City) (State) (Zip)

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Dates intended to attend the WAFM: \_\_\_\_\_

Describe/list products you intend to sell at the market. If you are hosting an event, please describe the event.

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### Vendor Membership Fees

Number of Booth Spaces	
Cost per Session	
Total	

### Before your first market, you will be required to do the following:

- Show proof of liability insurance (if applicable)
- State sales tax ID (if applicable) or Special Event Tax Form (this will be provided)
- Show any additional documents or certificates required to sell your product or pertains to your business (may include food service certificate, egg license, apiary registration, or certificate for SD Cottage Food Law food safety course completion)
- Pay the Vendor Membership Fee for the session(s)

The undersigned acknowledges and agrees to the Wagner Area Farmers Market rules and regulations. Additionally, the undersigned further certifies that he/she agrees to indemnify and hold harmless the City of Wagner, members of the WAFM Board of Directors and Management, Chamber of Commerce, building or land owners and tenants from all damages, liabilities, costs, and expenditures, including all legal fees, which may occur by reason of use of the designated site for the WAFM.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_