



**2024-2025**

**MARKET  
VENDOR  
HANDBOOK**



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### Contact Information:

#### Hillsdale Farmers' Market

##### Market Site

1405 SW Vermont St  
Portland, OR 97219

##### Mailing address

PO Box 80262  
Portland, OR 97280

**Phone:** 503.475.6555

**Email:** [contact@hillsdalefarmersmarket.com](mailto:contact@hillsdalefarmersmarket.com)

**Website:** [www.hillsdalefarmersmarket.com](http://www.hillsdalefarmersmarket.com)

**Social Media Handles:** @hillsdalefarmersmarketpdx

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## I. Market Mission

### Mission of the Market

*To create and sustain a not-for-profit enterprise that provides fresh local farm and other products in the Hillsdale Community, providing a viable market for local farmers, and enhancing the business, nutritional, and community health of SW Portland.*

## II. Market Staff and Board of Directors

### Market Managers

Lacey Waldon - [lacey@hillsdalefarmersmarket.com](mailto:lacey@hillsdalefarmersmarket.com)

Olivia Spitzer - [olivia@hillsdalefarmersmarket.com](mailto:olivia@hillsdalefarmersmarket.com)

Both reachable at (503) 475-6555

& [contact@hillsdalefarmersmarket.com](mailto:contact@hillsdalefarmersmarket.com)

### Market Assistant

Mary Silfven

### 2024 Board of Directors:

Reachable at [hfmboard@gmail.com](mailto:hfmboard@gmail.com)

Board Chair – Linda Rogers

Vice Chair – Nancy Howarth

Secretary – Melanie Boylan

Treasurer – Jessica Peña

Don Caniparoli

Sara Safdie

There are two positions on our governing board of directors reserved for current Hillsdale Farmers' Market vendors. The intention of this role is to bring a voice for the vendors to larger market decisions, and act as a liaison between the vendors and the board. Both of these positions are currently open. Contact Market Management if you are interested in joining the board.

### III. Market Location, Hours, Dates, and Special Events

The Hillsdale Farmers' Market (hereafter "HFM" or "The Market") is open to the public on Sundays from 9 AM – 1 PM.

The 2024 main season dates are **weekly April 7, 2024 through November 24, 2024**. The Market's 2024 - 2025 winter sessions will be on the following dates: **Dec 8 & 22, 2024 and Jan 12 & 26, Feb 9 & 23, Mar 9 & 23, and Apr 6, 2025**.

The Market is located in the parking lot between Ida B. Wells high school and Mary Rieke Elementary School at 1405 SW Vermont St.

The site is directly behind the Hillsdale Shopping Center and is accessible from SW Capitol Hwy at the intersection of SW Sunset Blvd and SW Capitol Hwy. You can also access the market site from SW Vermont St, at the entrance to Rieke Elementary school.



The following events are tentatively scheduled for the 2024 - 2025 Season:

- Red, White & Blue Berry Bonanza**
- Tomato Mania!**
- Farmers Market Week**
- Vendor Appreciation Day**
- Halloween Market**
- Stock Your Shelves**
- and various cooking & preserving demonstrations*

The **2024** Holiday Markets will be held in November and December. Craft vendors are invited to apply starting in September. Please see additional craft guidelines document for more information.

We encourage vendors to promote and participate in market events. The goal of every market event is to increase foot traffic at the market and, thereby, vendor sales. Additionally, we will occasionally host food-specific events or kids' club activities, to help boost sales of that item.

#### **IV. Product Guidelines**

All products must be grown, raised, produced, foraged, or caught by the vendor in Oregon or Washington State. **The Market is not an outlet for the resale of wholesale products.**

- The following fresh products may be sold: vegetables, fruits, berries, herbs, nuts, flowers, plants and other agricultural or horticultural products including but not limited to honey, dairy products, seafood, poultry and meats.
- Some selected food items made by the vendor may be sold including, but not limited to, sauces, preserves, juice, cider, and baked goods.
- Prepared food or value added products must be produced by the vendor from raw ingredients with priority given to operations that source ingredients from market vendors and local producers.
- The sale of Genetically Modified Organisms (GMOs) or products produced from GMO ingredients is prohibited.
- No products containing Cannabidiol (CBD) oil are accepted at this time
- No products containing cannabis or alcohol are accepted at this time.
- Hemp is permitted as long as the product meets the other requirements in this section.

**No vendor is granted exclusive rights to a particular product at HFM.  
The Market Manager(s) can prohibit any product that is not compatible with market guidelines, the current available product mix, or that was not approved on the vendor's 2024 - 2025 application.**

#### **Grower/ Producer Guidelines**

HFM is a venue for producers to directly market their fresh, locally grown products. The Market is not an outlet for the resale of wholesale goods. Vendors must also comply with all appropriate state and federal regulations.

##### **A. Nursery/Plant Vendors**

1. Nursery products and plants must be propagated by the vendor from plugs, seed, cuttings, bulbs or plant divisions and sold in standard, non-decorative nursery containers. When non-traditional containers are appropriate, such as Bonsai dishes, succulent dishes, baskets, or planter boxes, the value of the container may not exceed the value of the plant material. Vendors who sell nursery products and plants are required by the State to obtain a nursery license if annual sales are over \$250. More

information can be obtained from the [ODA Plant Division](#). **A copy of the vendor's nursery license is required at the time of application.**

2. It is strictly forbidden for a nursery vendor to sell a finished product purchased from another grower.
3. Nursery vendors may not sell hardware such as plant stands, ornamental decorations, hangers, stakes or trellises except during the winter craft markets. It is also prohibited for plant vendors to sell fertilizers or other horticultural amendments or sprays for their plants.

## **B. Livestock Producers**

1. Livestock must be raised and processed in Oregon or Washington, and must be farm raised under the control of the vendor and not finished in feedlots. No sub-therapeutic antibiotics or added growth promoters of any kind may be used in the production of vendors' livestock. Vendors who sell meat products are required by the State to obtain a Meat Sellers license (see [ODA Food Safety](#)). All livestock claims (free range, natural, pastured, cage free, etc.) must be clearly identified in a vendor's space and be approved in advance by the Market Manager(s). Second party or third party verification of claims is strongly preferred.
2. All meat products sold at the Hillsdale Farmers Market must be processed and labeled in accordance with USDA FSIS guidelines. "Game" meats and species that do not fall under the jurisdiction of the USDA must comply with ODA & FDA guidelines regarding their processing and labeling.
3. Raw meat products must be displayed and stored in accordance with ODA food safety guidelines at all times. Meat temperatures must be maintained at or below 41°F.

## **C. Cured Meats**

1. Cured and Processed Meat products must be manufactured in the Northwest, from raw ingredients, and done under the direction of the owner. The owner is not required to raise any of the raw ingredients. Priority consideration will be given to cured and processed meat products containing locally grown ingredients. Meats used in value added meat products must meet the same requirements as those listed for livestock producers.
2. Cured, Processed & Value Added Meat Products must be produced and handled in accordance with USDA, FDA and ODA guidelines.
3. Cured, Processed & Value Added Meat Products must be displayed and stored in accordance with ODA food safety guidelines at all times. Meat temperatures must be maintained at or below 41°F.



#### D. Eggs

1. All eggs must come from birds raised by the vendor. Vendors are not allowed to sell eggs raised on farms other than their own.
2. All birds must have daily access to the outdoors.
3. Farmers are not required to have an Egg Handler's license to sell their eggs directly to the consumer at a farmers market.
4. Egg temperatures must be maintained at or below 45°F while being displayed or held in ice chests. Unrefrigerated eggs may be displayed for a maximum of four hours. The unrefrigerated eggs must be destroyed after four hours. They cannot be re-chilled and sold.

#### E. Specialty Food Items and Prepared Foods

All specialty and prepared food items must be produced locally in Oregon or Washington by the vendor or under the vendor's direction (when approved by the Market Manager(s)) from raw ingredients. The Market Manager(s) may limit the number of food vendors and food products in the Market at any given time, based on current demand and product mix. All items must comply with ODA Food Safety regulations and guidelines.

1. **Value added products:** Processed food products such as soups, salsa, sauces, etc. This category also includes items made from a farmer's produce under the guidelines of the Farm Direct Bill (see Section IV, item D. below for more information). The Market Manager(s) must approve all products.
2. **Bakery products:** Made locally from ingredients that comply with all market guidelines.
3. **Other Specialty Food or Agricultural Products:** Must be produced locally by or under the supervision of the direct owner, with preference given to operations using raw ingredients and/or materials raised by that producer or by another producer located in Oregon and Washington State.
4. **Ready To Eat foods:** Prepared locally and made from a minimum of 25% locally produced fresh, raw ingredients, with preference given to operations sourcing a higher percentage of local ingredients. Ready to Eat Vendors must comply with all County Health regulations and maintain the appropriate licenses at all times they are selling at the Market. Prospective vendors should call Multnomah County Environmental Health Section at (503) 988-3400 or visit the website [here](#) for complete information. Look for the intermittent or the seasonal event instructions.
5. **Dairy Products:** All dairy products including milk, cheese, ice cream, and yogurt must be rGBH free.
6. **Cheeses:** Produced locally using milk sourced from Oregon or Washington State. Preference will be given to operations producing farmstead cheeses, as defined by the [American Cheese Society](#): *"Made with milk from the farmer's own herd, or flock, on the farm where the animals are raised. Milk used in the production of farmstead cheeses may not be obtained from any outside source. Farmstead cheeses may be made from all types of milk and may include various flavorings."*
- 7.

#### F. Secondary Farm Products

Hillsdale Farmers' Market allows the sale of Secondary Farm Products (SFPs) approved by the Market Manager(s). The SFP category includes all products not grown, raised or produced by the vendor. Nursery vendors may not sell SFPs under any circumstances. **All SFPs sold at the market require prior approval from the Market Manager(s) via a [Secondary Farm Products Application](#)**, which can be found in the Forms & Resources section of this handbook. The form will also be provided to the vendor if they indicate on their Market Application an intention to sell a SFP. The sale of SFPs prior to application approval is grounds for disciplinary action or dismissal from the Market.

Guidelines for the sale of SFPs include:

1. Each vendor is limited to selling one SFP at a time. Vendors may adjust their SFPs seasonally, to follow what is available regionally (i.e. salsa in the summer, cider in the fall).
2. Vendors must have a standing agreement in place with the SFP vendor. Selling secondary products without the SFP vendor's explicit consent is grounds for market dismissal.
3. Secondary products must comply with the same rules as accepted vendors and must be from a non-wholesale source.
4. Secondary products are limited to no more than 15% per day (of display area OR count - whichever reaches the 15% limit first).
5. If approved, all secondary products must have signage detailing vendor name and location prominently displayed on each product, for customer clarity.

The Market Manager(s) reserves the right to revoke approval of Secondary Farm Products if sufficient quantity of that product is available from growers vending at the Market or for any other reason deemed adequate by the Market Manager(s) and/or Board of Directors.

## V. Market Operations and Expected Conduct

- A. Application Process** Vendors must complete the HFM online application each year. The Market Application covers the full market season, **April 7, 2024 – April 6, 2025**. There is a \$25 non-refundable application fee that must be submitted with the application for it to be processed.

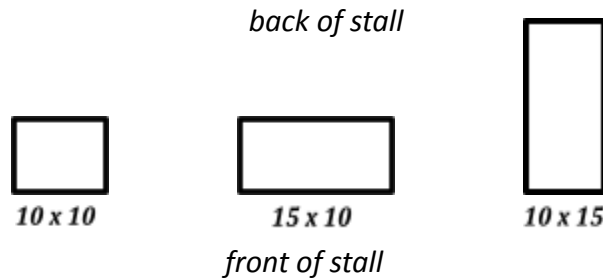
**All unpaid fees from the previous season must be paid before a vendor's application will be accepted.**

- B. Stall Fees** Stall fees are determined by the space that your booth, goods, and supplies take up. All your goods must fit within the boundaries of the space you are assigned. If you cannot fit, you are welcome to request more space at the higher stall fee, as appropriate. All fees are calculated by a standardized square foot cost, differing by season. Stall depths of 15 feet will be given a 15% discount; depths of 20 feet will be given a 20% discount.

**After a vendor fails to pay the stall fee for three separate markets, they will be asked not to return to market until their account is up to date.**

<u>Stall Size</u> <u>(WxD)</u>		<u>May – Oct</u>	<u>Nov – Apr</u>
10 x 10		58	48
10 x 15		74	62
15 x 10		87	72
20 x 10		116	96
20 x 15		140	116
20 x 20		186	154
30 x 10		174	144
30 x 15		222	184
30 x 20		279	231
40 x 10		232	192
40 x 20		372	308
50 x 10		290	240
50 x 20		464	384

Fees are based on stall width and depth. See illustration below.



**Prepayments:** Advance payment in blocks of 4 or more market sessions are eligible for a 5% discount. Vendors will be invoiced monthly (May-Oct) or bi-monthly (Nov-April). Block payments must be received by the **last day of the preceding month** in order to secure the discount. On the first of the month, your invoice will increase to reflect the expired discount.

**Weekly payments:** If a vendor chooses to pay their stall fees on a weekly basis, they may pay in cash or check at the Information Booth on market day (preferred). If payment is not received at the Market, an electronic invoice will be sent with a link for ACH payment. Weekly payments made online can be enrolled in autopay. *Tokens are not accepted as currency for stall fee payments.*

- C. **Vendors must be prepared for operation by 9:00AM.** Booth set up is not permitted before 6:00AM on market day. Booths must be staffed from 9:00AM-1:00PM. **Sales are not permitted before 9:00AM**, with the exception of sales to market volunteers and fellow vendors. The ringing of the market bell at 9 AM will signify the opening of the day's public market session. Any vendor arriving after 9:00AM will be considered a no-call, no-show and

will not be admitted. Early CSA pickups are permitted but CSA customers must wait until the market is open to purchase additional products.

**Vendors may not disassemble booths before 1:00PM** without permission from the Market Manager(s).

- D. **Vehicle unloading:** Vendors may drive their vehicle into the market area to unload until 8:40AM. Please unload, move and park your car, and *then* set up your booth. This reduces traffic in the market. Vendors arriving after 8:45AM must park their vehicles outside the market area and carry their supplies to their booth space. **Vehicles must be removed from market area by 8:50AM.**
- E. **Vendor and Staff Parking:** Parking is at a premium and we need to reserve as many nearby spaces for customers as possible. The closer customers can park, the more customers everyone will get!
1. Parking at the north end of the market is available past the school field's amphitheater seating. We ask all vendors to go past both sets of triple speed bumps.
  2. Parking at the south end of the market is available at the very bottom of the Rieke lot, on SW Vermont Street, or in the neighborhood across the street.
  3. In the winter, vendors' cars are permitted to park in the market space, behind their assigned stall. These spots are first come, first serve and you may not park if your vehicle size exceeds your stall size. The start date and end of date of cars within the market is weather dependent and chosen at market management's discretion.

Vehicles may not enter the market area before **1:15PM** for breakdown unless directed to do so by the market staff. **Vendors are expected to instruct staff where to park vehicles.**

- F. **Stall Locations** are assigned to vendors on a weekly basis by the Market Manager(s). Every effort is made to accommodate vendor preferences, but **no stall location is guaranteed on an ongoing basis.** Vendors may be asked to change stall locations. Reserved spaces not occupied by 8:40AM may be reassigned to another vendor. The Market Manager(s) has ultimate authority over a vendor's stall location within the Market.
- G. **Attendance** Vendors are expected to attend **all markets requested** and approved in their Market Application. Any changes to the market schedule can be made through the vendors' [MarketWurks profile](#) until Thursday prior to the market in question with no penalty. **All Friday and Saturday cancellations should be done by phone, text, or email.**
- H. **Cancellations** If an unforeseen circumstance requires a vendor to miss a scheduled market, they must notify the Market Manager(s) in writing by email or text message. Cancellations before 9am on the Friday before market will incur no charge. Cancellations between 9am on Friday and 9pm on Saturday evening will be charged 40% of the total stall fee. Cancellations after 9pm on the Saturday night before market will be charged the full stall fee. Any no-call, no-show event will be charged the full stall fee.

If market management cancels a market due to extreme weather or other conditions, vendors will not be charged for that day. Vendors who have pre-paid will receive a credit toward their next invoice. In the event of late opening or early closure of the market, vendors will be responsible for the full stall fee.

**All day-of-market communication should be done via text or phone call to the market phone.**

- I. **Booths, Tables, and Sun/Rain Covers** Vendors are responsible for providing, setting up and breaking down their own tents, weights, tables, chairs and sun/rain covers.
- J. **Tent Weights** A minimum of **30 pounds per leg on 10'x10' canopies and 40 pounds per leg on umbrellas, 10'x15' or 10'x20' canopies is required every market day.** Weight requirements for canopies larger than 10'x20' will be assessed on a case-by-case basis. The Market has a very limited supply of extra tent weights. After a vendor borrows supplemental weights from market management twice, a fine will be assessed for insufficient tent leg weight. The fine will be \$20 per incidence. We expect 100% compliance for the safety of everyone at the market.
- K. **Signage** Vendors are required to post a sign identifying the business name. Signage must be no smaller than 1' x 3' with legible type, visibly displayed and securely attached to a vendor's booth to assure that it does not impede pedestrian traffic or sight-lines to neighboring vendors. Use of the word "organic" is prohibited unless your product has been certified by a USDA recognized certifying agency. Vendors are encouraged to provide additional information regarding location, products, farming practices, alternative certifications (CNG, Animal Welfare Approved, etc.), and other places where their products are available. No signs (either free-standing or fixed to the canopy structure) may protrude more than 8-inches from a vendor's assigned stall space into the aisle.
- L. **Stall Space** By renting a stall space from the Hillsdale Farmers Market, vendors assume responsibility for all liability within its boundaries. HFM requires that vendors create a safe and attractive space during market hours (complying with all food safety requirements as [outlined by the ODA](#)). Additionally, vendors may not install anything (awnings, umbrellas, signage, or any other extensions) that protrude more than 12 inches from the canopy covering without prior permission from the Market Manager(s).
- M. **Garbage** Vendors must clean their stalls and adjacent areas after the market closes, and remove/dispose of all garbage and debris created by their stall (food scraps, used sampling supplies, litter, personal garbage, etc.). If providing samples, the vendor must provide a trash receptacle for shoppers' use. Vendors may not dispose of garbage or recycling in market garbage cans; **all unsold products and garbage generated by your booth must be removed from the market premises at the end of the day.**
- N. **Utilities** Neither electricity nor water is available at the Market site. The use of generators requires pre-approval from the Market Manager(s).

O. **Propane & Fire Extinguishers** Anyone using a propane tank larger than 17oz must have a [permit](#) registered with the city. The permit costs \$35 annually and can be obtained after watching a four-minute safety video. Additionally, every vendor with an open flame or propane heater must have a type B fire extinguisher easily accessible at their booth.

P. **Vendor Conduct**

1. The Market site is located on Portland Public School property and vendors must comply with all PPS campus rules. **Vendors and their staff may not smoke, vape, or consume alcohol in the Market space or anywhere on PPS property.** Smoking or vaping outside PPS property must be in compliance with County regulations.
2. Vendors will conduct themselves courteously, using behavior and language appropriate for a family-friendly setting.
3. We have a zero-tolerance policy for discrimination, hate speech, and violence of any kind.
4. Vendors may not verbally attract attention to their booth by calling out beyond the borders of their space.
5. Vendors may not play live or recorded music within the market boundaries during market hours (9:00AM-1:00PM).
6. Pets are not permitted anywhere within the Market boundaries. Certified service animals are allowed. If you plan to bring your service animal, please notify Market Management in advance, to better allow for accommodations to be made.
7. Vendors are fully responsible for their staff's actions and behavior while working at the Market.
8. Vendors are expected to conduct themselves, both at and away from markets, in a manner that contributes to the success and integrity of the market. We reserve the right to terminate our agreement with any business that conducts themselves in a way that undermines the reputation of our market. This conduct includes but is not limited to discrimination incidents, crimes, egregious, dishonest, discriminatory, demeaning, degrading or illegal activity particularly with regard to employment and environmental practices.

Q. **Sampling** may only occur within the confines of a vendor's booth or directly in front of the booth no more than halfway into the aisle. The sampling vendor must ensure that customers have clear access to the vendors alongside and opposite him or her and in no way intrude on another vendor's space. Vendors must provide a trash receptacle. They must also set up and use a basic handwashing station that includes: running water, a graywater container, soap, and disposable towels. See [ODA sampling regulations](#), page 5, for details.

R. **Liability Insurance** All vendors are required to obtain liability insurance with coverage of \$1,000,000 or greater. **The Hillsdale Farmers' Market and Portland Public Schools must be named as additional insured and provided with a Certificate of Additional Insured.** This policy must be in place and a copy of the declarations page uploaded to the vendor's MarketWerks profile prior to the first date of attendance at the Market. Please use our

mailing address (see Table of Contents or Forms & Resources) for all insurance correspondence.

- S. **Production Site Visits** The Market Manager(s) may make pre-arranged visits to a vendor's farm or production site for the purpose of verifying products as well as fostering a deeper understanding of the vendor's business and generating images and descriptions with which to promote the farm or business via the Market newsletter, website, and other marketing channels.
- T. **Token Program** HFM operates a wooden token program where customers can purchase tokens with a debit/credit card or Electronic Benefits Transfer (EBT, or SNAP) card to make purchases in the market.

Debit/credit (black) tokens have a \$5 value. All vendors must accept HFM \$5 tokens as payment. Change must be given for transactions under denominations of \$5 (i.e. a \$9 purchase paid for with two tokens would receive \$1 cash in change).

EBT/SNAP (red) tokens have a \$1 value and are part of the USDA Food Stamp Program, subject to the following restrictions:

- 1) EBT purchases are restricted to edible plants (fruits and vegetables), culinary herbs, and edible plant starts/seeds. EBT tokens may be used to purchase prepared foods with the following exceptions: **EBT tokens cannot be used to purchase Hot (Ready to Eat) foods.** (A general rule of thumb; if you need a temporary restaurant permit you cannot accept EBT tokens.) EBT tokens cannot be used to purchase live animals.
- 2) **NO CHANGE CAN BE GIVEN IN ANY EBT TRANSACTION.** If it is not possible to round up or down to the nearest dollar, send the customer to the information booth and the market can charge the exact amount to the customer's EBT card.

**Tokens of any kind cannot be used as change for other customers.**

- 3) Vendors may turn in all HFM tokens directly to the market information booth at the end of each market day to receive reimbursement. The Market will reimburse vendors either through cash onsite or via ACH transfer the following week. If you are not yet enrolled in the ACH transfer program, you will receive a reimbursement check at the following market. All token and currency redemptions are logged in an accessible record that vendors can see, access, or photograph for their records. Receipts will be provided upon request.

*The market will only reimburse the following HFM tokens.  
Tokens from other markets will not be reimbursed. They will be returned to the vendor.*





U. **Double Up Food Bucks/EBT Produce Match** Hillsdale Farmers’ Market participates in the [statewide Double Up Food Bucks](#) (DUFB) program. Images of the 2024 DUFB voucher and the EBT Produce Match vouchers are included below. The guidelines for the Produce Match voucher are the same as DUFB vouchers. They share the same restrictions and expiration date.



1. DUFB/EBT PM currency is not a token. They are paper cards (like a baseball card). They have a \$2 value and an expiration date. 2024 currency expires on Dec. 31, 2024.



2. Only vendors who sell eligible products can accept DUFB/EBT PM currency. **Customers can only use the current 2024 DUFB/EBT PM cards to buy the following eligible products:** fresh, dried, or frozen whole or cut fruits and vegetables without added sugars, fats, oils, or salt. This includes mushrooms, cut herbs, dried beans, unpopped popcorn, and edible plant starts.
3. **DUFB cannot be not be used for:** nuts, grains, meat, eggs, cheese, seeds, baked goods, prepared foods, fermented foods, salsa, pickles, jams, jellies, honey, cider, juice, tea, or other foods that do not fit into the above guidelines; nonfood items. Vendors with ineligible products will not be reimbursed for DUFBs turned in.
4. No change can be given on DUFB/EBT PM purchases.
5. HFM reimburses vendors for all DUFB/EBT PM vouchers received at HFM before the expiration date. Turn vouchers in at the info booth along with market tokens.
6. Eligible vendors must agree to participate in the DUFB program and sign a 2024 DUFB agreement (in [English](#) or en [Español](#)) to participate. This agreement must be on file before a vendor can be reimbursed for DUFB/EBT vouchers.
7. Failure to comply with the program rules will cause a vendor to lose eligible status.

**HFM will only reimburse DUFB/EBT PM currency received from eligible vendors. Vendors with ineligible products will not be reimbursed for any vouchers turned in.**

V. **Farmers Market Nutrition Program (FMNP WIC and Senior Fruit and Veggie voucher programs)** Vendors must abide by [program rules](#) (y en español [aquí](#)) and display the signage provided by FMNP in their booth denoting that they accept FMNP vouchers. **The Market requires all eligible vendors to participate in the FMNP voucher programs. Vendors must be certified to accept FMNP vouchers within their first month of vending at HFM.** Springtime annual renewals will be prompted by the ODA. Vouchers are valid June-November.

W. **Power of Produce (POP) Bucks** We operate a children’s activity booth where kids are given POP Bucks in exchange for participation. These are \$2 paper vouchers which are redeemable for fruits and vegetables only and expire December 31, 2024.



## VI. Compliance with Government Regulations

*(See Forms & Resources for list of licensing authorities)*

- A. **Copies of permits and certifications** must be included with application for the Market. Electronic copies are preferred. PDF copies of these documents should be uploaded when applying to the market, or by logging into a vendor's [MarketWurks profile](#) after acceptance. Examples include: certification for organically grown produce, nursery licenses for plants and nursery stock, licensed kitchens for processed foods, scale licenses, temporary restaurant license. Vendors are responsible for complying with **state and local health licensing** requirements governing the sale and production of their products. Failure to conform to such regulations and requirements can be grounds for removal from the Market and forfeiture of stall fees.
- B. **Scales** used for weighing customer goods must be certified by the Oregon Department of Agriculture, Measurement Standards.
- C. All products for sale at the Market must comply with **state and federal standards** governing labeling, packaging, displaying, and weighing. Food produced under the Home Baking law and value-added products that fall within the boundaries of the Farm Direct law must be labeled as outlined by the Food Safety Division of the Oregon Dept. of Agriculture. Visit the [Farm Direct FAQ](#) for more information.
- D. **Sampling** All vendors must comply with Oregon Department of Agriculture's rules and regulations regarding sampling procedures. See [ODA sampling regulations](#), page 5, for details.
- E. **Organic Certification Display:** The City of Portland requires each market to have a copy of certification for all certified organic farms and producers selling in the market at the information booth. **All certified growers and producers must submit a copy of certification to the Market with their application AND display a copy at their stall.**

## VII. Enforcement and Disputes

- A. **Rules Enforcement**
  - 1. The Market Manager(s), individually and collectively, have ultimate on-site authority to enforce all Market rules. The Market Manager(s) is responsible to the HFM Board of Directors.
  - 2. If a vendor violates a Market rule, the Market Manager(s) has discretionary authority to impose an appropriate disciplinary action, which may include: a written warning, barring the vendor from participating in the Market for a defined period, or dismissing the vendor from further participation as a vendor at HFM. If barred from the Market, the vendor will forfeit all fees that have been paid.

3. The Board of Directors reserves the right to prohibit anyone from selling at the Market, as well as the right to prohibit the selling of any particular product.
4. A Vendor may appeal any decision of the Market Manager(s) concerning violation of these rules by writing to the HFM Board of Directors, reachable at [hfmboard@gmail.com](mailto:hfmboard@gmail.com).

**B. Product Challenges**

It is the intent of HFM to provide patrons with the freshest and best local products sold directly from the producer. Any vendor, the Market Manager(s), or a HFM Board Member may challenge products offered for sale at the Market. Challenges may be made regarding products that do not adhere to the Market's Grower/ Producer guidelines, are of poor quality, are misrepresented or untruthful, do not meet the expectations of the Market's goals and mission statement, or disobey state or federal rules.

1. Challenges must be submitted by the Tuesday following the observation of the alleged violation.
2. Challenges may be made only for the day that the alleged violation was observed and only for the observed violation. No other challenges will be accepted.
3. The challenge must be submitted in writing, describing the violation and providing verbal, visual, or written evidence of the offense.
4. The Market Manager(s) will deliver a copy to the challenged vendor as soon as is practical. The vendor receiving the challenge must respond in writing within three days of receiving the challenge to admit or deny the challenge with appropriate evidence. Failure to respond to a challenge may result in the determination that the challenge is valid.
5. The Market Manager(s) and/or Board of Directors will conduct an investigation as conditions permit. Investigations may include farm or business location visits.
6. The Market Manager(s) will submit a written recommendation with determination and appropriate action of the challenge to the challenger, the challenged, and Board of Directors. If the Market Manager(s) is the challenger, an appointed member of the Board of Directors will assume responsibility and make the recommendation.
7. Action will be taken as is suitable for the offense. This may include: a written warning, temporary suspension from the Market, or forfeiture of space for the remainder of the season.

## FORMS & RESOURCES

### HFM Forms

You can also find paper copies of these forms attached to the end of this handbook.

Secondary Farm Products at HFM <https://forms.gle/ur8JhGFedKJoG1LV9>

Double Up Food Bucks & EBT Produce Match Enrollment form: in [English](#) / [Español](#)  
Once this form is complete, either email or print a copy for market management.

Portland Public Schools regulations concerning use of their facilities:  
<https://www.pps.net/cms/lib/OR01913224/Centricity/Domain/4814/3.30.013-AD.pdf>

### Licenses

Vendors are responsible for complying with State and local health and licensing requirements governing the sale and production of their products. If utilizing a co-pack, you must provide their licenses as well. **Copies of all appropriate licenses must be submitted with the vendor application.** Failure at any time to conform to such regulations and requirements can be grounds for removal from the Market and forfeiture of space fees.

Here is a short list of licensing resources:

#### Oregon

Oregon Department of Agriculture <http://www.oregon.gov/ODA/>

- Organic  
<http://www.oregon.gov/oda/programs/MarketAccess/MACertification/Pages/NationalOrganicProgram.aspx>
- Food Safety Division <http://www.oregon.gov/ODA/FSD/>
- Weights & Measures (scale licensing)  
<https://www.oregon.gov/oda/programs/MarketAccess/WeightsMeasures/Pages/LicenseScaleMeter.aspx>
- Nursery  
<https://www.oregon.gov/oda/programs/NurseryChristmasTree/Pages/NurseryLicensing.aspx/>
- Sampling (found on page 5):  
[https://farmersmarketcoalition.org/wp-content/uploads/2013/11/ODA\\_Food\\_Safety\\_Guidelines.pdf](https://farmersmarketcoalition.org/wp-content/uploads/2013/11/ODA_Food_Safety_Guidelines.pdf)

Oregon Tilth (Organic Certification) <http://www.tilth.org/>

Oregon Liquor Control Commission <http://www.olcc.state.or.us/>

Multnomah County Environmental Health

<http://web.multco.us/health/inspections-and-licensing>

#### Washington

Washington Dept. of Agriculture <http://agr.wa.gov/>

Organic Food Program <https://agr.wa.gov/departments/organic>

*Licensing requirements change from year to year. It is the vendor's responsibility to check with the appropriate licensing authority and to be in compliance with the current requirements.*

### **Insurance**

As noted earlier, a minimum of \$1,000,000 in general liability insurance is required for all vendors. The Hillsdale Farmers' Market and Portland Public Schools must be named as additional insured organizations.

All vendors selling consumable products are required to carry \$1,000,000 in product liability insurance in addition to the required general liability insurance.

It is the vendor's responsibility to update their [MarketWerks profile](#) with new paperwork when their insurance renews. We only require a copy of the declarations page of your policy, no other paperwork. Our mailing address for documentation is PO Box 80262, Portland OR 97280.

### **Requirements**

#### **Native American Vendors**

1. The treaty rights of Native American vendors allow qualified vendors to sell eligible products without licensing.
2. The vendor's tribal identification card must be submitted with the application to confirm Native American status.

#### **Apple Cider**

1. Food Processor's License if you make your own cider.
2. If selling unpasteurized cider, product must be labeled (as required by the Food and Drug Administration) with the following "WARNING: This product has not been pasteurized and therefore may contain harmful bacteria that can cause serious illness in children, the elderly, and persons with weakened immune systems." For more information, visit <http://www.fda.gov/food/resourcesforyou/consumers/ucm110526.htm>.

#### **Cheese / Dairy Products**

1. [Dairy Processor's License](#). Available from ODA Food Safety Division.

#### **Fish**

1. [Food Processor's License](#) if you are processing the fish yourself.
2. [Retail Food Establishment License](#) if you are selling whole fish, or having the fish processed by another processor.
3. [Shellfish Shipper License](#) (if selling oysters).

*All licenses available from ODA Food Safety Division*

## **Meat**

1. [Meat Seller's License](#) - Available from ODA Food Safety
2. [Processor's License](#) – Available from ODA Food Safety

## **Eggs**

An egg handling license is not required because we only allow vendors to sell eggs from their own birds. Regardless of license, **all eggs for sale must be kept at or below 45° F.**

## **Organic Products**

Under federal law, all organic food products must meet the same standards and be certified under the same certification process under the National Organic Program. All organic producers and handlers must be certified by accredited organic certification agencies unless exempt or excluded from certification (under \$5,000 in sales). See the Oregon Tilth website, Oregon Dept. of Agriculture National Organic Program page or the WSDA Organic Food Program page for guidelines.

## **Plant and Nursery Growers**

1. ODA Nursery License (required if your annual plant sales are over \$250 per year).  
*Available from ODA Plant Division*  
<https://www.oregon.gov/oda/shared/Documents/Publications/NurseryChristmasTree/NurseryLicenseApplication.pdf>

## **Bakery, Processed and Value Added Foods**

1. Food Processor's License - for foods you prepare yourself that do not fall under the guidelines of the Farm Direct Bill.  
<https://www.oregon.gov/oda/programs/foodsafety/fslicensing/pages/processingwarehouse.aspx>
2. Bakery Processor's License  
<https://www.oregon.gov/oda/programs/foodsafety/fslicensing/pages/bakery.aspx>  
*Both licenses available from ODA Food Safety*
3. Certificate of Product Liability Insurance listing the Market and Portland Public Schools as an additional insured.

## **Selling Food for on Premises Consumption**

1. Temporary for profit Restaurant License.  
<https://www.multco.us/services/temporary-food-events>
2. Food Handlers Permit for at least one person that will be in the booth at all times.  
<https://www.multco.us/health/food-handlers-test>  
*Both licenses are available from Multnomah County Environmental Health Department.*
3. Certificate of Product Liability Insurance listing the Market and Portland Public Schools as an additional insured.

**Wild Mushrooms**

All wild mushrooms must be conspicuously identified by a label or sign that states: (1) the common and usual name of the mushroom and (2) The statement “Wild mushrooms: not an inspected product.”

Wild Mushroom Buyer Certificate to be filled out for each wild mushroom

Available at

<https://www.oregon.gov/oda/shared/Documents/Publications/FoodSafety/Mushroombuyercertificate.pdf>

**Vendors Scales**

ODA Scales Certification for each scale.

*Available from ODA Measurement Standards*

<https://www.oregon.gov/oda/programs/MarketAccess/WeightsMeasures/Pages/LicenseScaleMeter.aspx>