**FARMERS AND CRAFTS MARKET OF LAS CRUCES, INC.**



**Vendor Handbook**

 **Policies and Procedures**

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Farmers and Crafts Market of Las Cruces, Inc.

FCMLC reserves the right to refuse service or membership to anyone.

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**Introduction**

The Farmers and Crafts Market of Las Cruces Inc., (FCMLC), was established in 1971. We are a nonprofit organization run by a Board of Directors.

The Farmers and Crafts Market of Las Cruces prides itself in being a producer only market, every vendor sells only items that they themselves make or produce.

The Vendor Policies and Procedures are published by the Farmers and Crafts Market of Las Cruces, Inc. for the convenience and direction of our vendors. This guideline contains a summary of Market information, Policies and Procedures, and the Vendor Code of Conduct. Additional and specific information, including relevant City of Las Cruces ordinances and resolutions, are available in City publications and may also be available in FCMLC Board operational and administrative files. All guidelines herein apply to Saturday and Wednesday Markets and any special Market Events, unless specifically outlined.

**Mission**

The Farmers and Crafts Market of Las Cruces Inc. is a nonprofit organization, which provides a community gathering place for local farmers, producers, crafters, and entertainers to sell and market their products directly to the consumer.

The FCMLC promotes and encourages vendors to grow beyond the market.

**Vision**

The Farmers and Crafts Market of Las Cruces Inc. addresses the community’s need for fresh food and provides a family friendly venue for consumers to purchase direct from the producer. We promote strong relationships between the producers and customers by requiring honesty and integrity. We strive to enhance quality of life by encouraging community education and a safe, fun, family gathering place.

**Values**

The Farmers and Crafts Market of Las Cruces, Inc. operates by the following core values.

Creativity
Quality
Uniqueness
Honesty
Integrity

**General Information**

Office Address: 221 North Main St. Las Cruces NM 88001

Mailing Address: P.O. Box 16467, Las Cruces, NM 88004
Phone Number: (575)-201-3853

Email: fcmlcinc@gmail.com

Website: farmersandcraftsmarketoflascruces.com

Facebook: Market page- Farmers & Crafts Market of Las Cruces

 Vendor page: What’s Up FCMLC?

Instagram: fcmarketlascruces

Board meeting dates will be posted in the vendor newsletter at least one week in advance of the meeting.

The primary method of communication is via email. All vendors are strongly encouraged to have an email account. Newsletters with updates and pertinent information go out on a weekly basis. Vendors are expected to read these communications thoroughly as they often include time sensitive and important information. A paper copy is available upon request.

The preferred method of invoicing is through email communications.

Agendas and minutes of meetings are posted online.

*This document is under constant review. Revisions will be taken before the FCMLC Board for adoption. Vendors will be notified of any changes.*

**Authority to Operate**

The Market is a public activity on City property. FCMLC has a license agreement with the City of Las Cruces to operate in the Main Street and Plaza area of downtown Las Cruces, during the times outlined within the license agreement. A current copy of the agreement is available upon request in the office during normal working business hours. The document is also a public record maintained by the city.

**Hours of Operation**

The Market is open to the public year-round on Wednesdays and Saturdays from 8:30 am to 1:00 pm. The Market operates during all normal weather conditions, including heat, wind, rain, cold, and snow. We strive to notify vendors in advance of any Market hour changes. On rare occasions, the Market Manager may adjust Market opening/closing times due to extreme weather conditions, poor road conditions, or other emergencies. Every reasonable effort is made by the Market Manager and Block Coordinators to notify every vendor in advance of schedule changes.

The Market is not held on December 25 or January 1.

**Vendor Information**

**Product Requirements & Qualifications**

1. FCMLC reserves the right to deny Market participation to any person or business deemed unsuitable for our family-oriented event.
	* Market membership may be terminated at any time, for any reason, by decision of the Board of Directors acting as a body.
2. Produce, agricultural, prepackaged, or prepared food vendors outside of the FCMLC-designated counties shall not be permitted to sell at Market based solely on their possession or use of a local (within Doña Ana County) storage facility location.
3. No product that is available for sale outside of the State of New Mexico, except for temporary shows, galleries, fairs, etc., prior to the vendor becoming a member with FCMLC will be permitted, unless that product now meets all other guidelines contained herein.
4. No product that is either nationally distributed, or for sale in a franchise, chain, etc. outside of the State of New Mexico is permitted.
5. Vendors must update contact and product information annually each January.
	* Permits will only be given once the office has received the update form as well as the annual membership dues.
	* If a vendor wishes to sell an item not listed on their annual update form, they will need to have it approved through the Add Product form.
		+ An item may not be sold without the completed and approved Add Product form.

**Specific Requirements**

All products must be made by the Vendor at the Market. Vendors are permitted to utilize commercially purchased ingredients and components to create a significantly altered final product as determined by the Product Integrity Committee. Additional guidelines, by product category, appear below:

*It is at the discretion of the Board of Directors to restrict specific categories based on current market product availability.*

**SPECIFIC REQUIREMENTS CHART**

**(For more information regarding permits and other regulations see Product Breakdown)**

|  |  |  |  |
| --- | --- | --- | --- |
| Type of Vendor | BTIN(CRS) Required | Residency Requirement Counties of: | Special Permits Required |
| Crafts  | Yes | Doña Ana, Otero, Luna, Sierra, Grant, Lincoln | N/A |
| Services (Massage, Henna, Face Painting, etc.) | Yes | Doña Ana, Otero, Luna, Sierra, Grant, Lincoln | See Guidelines below |
| Agriculture: Dairy | Yes | Doña Ana, Otero, Luna, Sierra, Grant, Lincoln | Dairy permit from NMDA |
| Agriculture: Produce | No | All counties in New Mexico | N/A |
| Agriculture: Live Plants  | Yes | Doña Ana, Otero, Luna, Sierra, Grant, Lincoln | Nursery Dealer LicenseNM Dept. of Agriculture – Must be listed under FCMLC’s or own. |
| Agriculture: Pet Food | Yes | Doña Ana, Otero, Luna, Sierra, Grant, Lincoln | NM Dept. of Agriculture Commercial Feed Permit |
| Agriculture: Meats | No | All counties in New Mexico | USDA Certification on packaging |
| Agriculture: Eggs | No | Doña Ana, Otero, Luna, Sierra, Grant, Lincoln | Ungraded Egg Dealer Permit |
| Agriculture: Honey  | No | Doña Ana, Otero, Luna, Sierra, Grant, Lincoln | N/A |
| Prepared and prepackaged foods (includes spices and teas) | Yes | Doña Ana, Otero, Luna, Sierra, Grant, Lincoln |  See guidelines page |
| Entertainment/Musicians  | No | Doña Ana | N/A |
| Food Truck/Trailer/Booth (includes Chile roasting see pg.11) | Yes | Doña Ana | See guidelines page |
| Bottled Water  | Yes | All counties in New Mexico | Priority 2 Letter ~Only current members with FCMLC are permitted to sell bottled water. ~Water only |

**Ag Products -** All vendors with edible products must either clearly label individual products with their name and address or have a visible sign with this information at point of sale in accordance with the federal Food Safety Act.

No agricultural products may be brokered from other growers or producers. No vendor is permitted to sell anything grown, produced, or made by another person or entity.

No resale of agricultural products except for live plants outlined below.

No sale of any cannabis seeds, plants, fresh or dried product is permitted at the Market.

* **Dairy** – Dairy products meant for consumption must be permitted through the New Mexico Department of Agriculture. Vendors who sell dairy products meant for consumption must own and care for the animals the product is collected from.
* **Eggs –** FCMLC permits the sale of poultry eggs. This includes, but is not limited to, chicken, duck, quail, ostrich, geese, turkey, pheasant, partridge, and emu. All vendors wishing to sell eggs must obtain an Ungraded Egg Sales permit from the NMDA. Vendors who sell eggs must own and care for all animals that the eggs are collected from.
* **Hemp Flower/Buds -** The vendor must provide the following documentation with their initial FCMLC application and continue to provide valid and current documentation throughout the year regardless of the start date of their market approval.
	+ Valid and current Grower License provided by NMDA with vendor name on it.
		- The location must be the same with the farm location FCMLC inspected.
	+ Valid and current Harvest License provided by NMDA with vendor’s name on it.
	+ If Hemp product states that the product is ‘Organic’; the vendor must provide a valid and current Organic Certificate with vendor’s name on it
	+ All Hemp must be tested by the state of NM and the vender must provide a valid and current COA certificate.
	+ All the above licenses and certificates must always be displayed in the booth and available for inspection.
	+ If licenses and certificates are not available for inspection or are not current and valid, hemp products may not be sold.
	+ If grower or harvest license is not a ‘Continues Grower License’, the vendor can only sell during the three months from the date the license was issued.
	+ Any product sold at FCMLC must fall within any and all State and Federal legal limits for THC. Any product(s) that do not fall within State and Federal legal limits for THC may NOT be sold at the FCMLC.
	+ The vendor must stay educated and comply with all State and Federal laws regarding the growing, harvesting and selling of hemp.
	+ All hemp vendors have a vested interest in protecting the FCMLC and agree to work closely with the market manager, and the Board.
* **Honey –** All vendors selling honey must maintain all hives that honey is collected from. Hives must be located within the counties listed above. Honey that has any additional ingredients is a processed food item and requires a food processing permit as well as liability insurance. Processed honey products must be created with honey collected from hives that are owned or maintained by the vendor selling.
* **Live Plants –** All vendors selling whole, live plants are required to obtain a Nursery License from the New Mexico Department of Agriculture or be listed under FCMLC’s license. Plants purchased for resale are permitted if the vendors care for and nurture the plant for a minimum of 45 days. All receipts for resale plants must be kept for a minimum of twelve (12) months, and available to the Market Manager upon request.

Plants that have been germinated from seed by the vendor have no minimum grow time before sale.

* + Vendors who only sell plants at FCMLC may be listed under FCMLC’s Nursery License for $15 annually. Those selling elsewhere must hold a license in their own name.
	+ **Cut Flowers –** Cut flowers may be sold without a nursery license. Vendors selling cut flowers are required to have cared for the living plant for a minimum of 45 days prior to cutting.
* **Meat –** Meat vendors must own and care for all livestock raised for human or animal consumption. Ownership shall be verified by a bill of sale, or the vendors registered brand.
* **Produce–** All produce vendors shall be the grower/producer. This category includes but is not limited to fresh or dried produce, nuts, and cut flowers.
	+ **Roasted Green Chile –** See Food category on pg. 11.
* **Pet Food –** All vendors selling food for animal consumption must abide by all guidelines put forth by the New Mexico Department of Agriculture. Vendors can utilize fresh, frozen, commercially processed items in their final, for sale, product for animal consumption.

Land utilized for agricultural products need not be owned by the vendor. Leased land is permissible if the above-named guidelines are followed. Documentation must be provided upon request.

A site inspection, via Google Maps, photos and/or in person shall be conducted for all Ag. products prior to orientation and vendor acceptance. Additional site inspections will be conducted if deemed necessary by the Market Manager with the assistance of a PI committee member and/or a BOD appointee.

**Arts & Crafts -** All arts and crafts vendors and applicants must provide photos of products for sale at the Market. Photos must show the product(s), workspace, process of creating the product and you creating the product. Further verification may be required via site inspection.

Purchasing of images from computer sites for use on/with your products is permitted, provided the finished product has been altered/creatively enhanced by your own ideas/work/process/embellishments. Final approval of products will be determined by Product Integrity and Market Management.

**Artwork -** All artwork must be the original and complete work of the vendor selling the work.

Galleries as an organization or business may not sell on behalf of their artists.

*(Printing may be sourced from 3rd party printers)*

* **Photography-** Photographs that are not the work of the vendor are prohibited.
	+ Restoration may be considered on a case-by-case basis with proof of complete alteration.
* **Sculptor**
* **Painting / Sketching / Drawing**

**Bath & Body**

* **Soap, Lotions, Body Bar, Laundry, Scrubs, Bath Bombs** – All products must be labeled according to FDA regulations.
* **Hemp / CBD Based Products** – The vendor must provide the following documentation with their initial FCMLC application and continue to provide valid and current documentation throughout the year as needed to meet State and Federal regulations, regardless of the start date of their market approval.
	+ Vendor must provide FCMLC documentation that the CBD used in the products originates from the industrial hemp plant, and not from marijuana by providing FCMLC with documentation analysis for plant-based cannabinoids and THC content from one of the following:
		- A test certificate (COA) from EACH manufacturer or distributor of the CBD oil or isolate which documents less than 0.3% THC in the CBD oil or CBD isolate used in the making of their CBD finished products.
		- A test certificate (COA) from a third-party testing lab which features a picture of the CBD oil or CBD isolate tested and documents less than 0.3% THC in the CBD oil or CBD isolate used in their products for sale at market from EACH manufacturer or distributer. (This means the vendor is 3rd party testing the purchased CBD oil/isolate from EACH manufacturer/distributer prior to making the finished product)
		- A test certificate (COA) from a third-party testing lab which contains a picture of the handcrafted CBD product being tested and documents the product(s) fall within all State and Federal legal limits for THC. A vendor does not need to submit a certificate for every product sold but must have at least one finished product tested.
	+ A copy of the COA testing certificate must always be kept in the vendor’s booth area and produced upon request.
	+ Any product sold at FCMLC must fall within any and all State and Federal legal limits for THC. Any product(s) that do not fall within State and Federal legal limits for THC may NOT be sold at the FCMLC.
	+ The sale of edible CBD products is not permitted.
	+ The vendor must handcraft every CBD finished product sold at market. NO white labeling or resale is allowed.
	+ The vendor must stay educated and comply with all State and Federal laws regarding CBD.
	+ All CBD vendors have a vested interest in protecting the FCMLC and agree to work closely with the market manager, and the Board.

**Crafts (General)** – The use of kits without customization is prohibited.

* **Apparel**
	+ **Screen Printing** – must be original artwork.
		- Screen printing may be sourced to a third-party printer so long as the artwork being printed is that of the artist.
	+ Handcrafted includes cutting, piecing, sewing, crocheting, etc. fabrics together to form the final product.
	+ **Tie Dye**
* **Fabric Art**
* **Floral/Wreaths**
* **Leatherwork**
* **Metalwork**
* **Glass work –** Stained, lamp work, fused / kiln, other.
* **Textiles** – cloth and woven fabrics created by the vendor.
* **Woodwork**
* **Ceramics/Pottery**
* **Candle / Wax work / Incense**
* **3D Printing**
* **Resin Art**

**Jewelry** –Jewelry shall be admitted through a process which includes a demonstration of creating the final product.

* **Beaded**
* **Silver / Gold Smith**
* **Clay**
* **Other**
* **Rocks, Minerals, Gems**
	+ Rocks, Minerals and Gems that have been mined and or found by the vendor may be sold.
	+ Rocks, Minerals and Gems that have not been found by the vendor must be altered in one of the following ways:
		- Cut or shaped
			* Example – Cutting open a geode to expose the crystals inside.
		- Repurposed into jewelry, artwork or other.
	+ Rocks, Minerals or Gems may not be purchased and resold without significant modification.
		- Cleaning is not a significant modification.
		- Polishing requires a site check to ensure real modification prior to sale at the market.

**Entertainment** – See page 14 for requirements.

* **Musician**
	+ **Child Musician**
* **Entertainer**
	+ **Juggling**

**Food** – At this time there are no regulations on the sourcing of ingredients.

* **Prepared Food -** Food processed on-site by the vendor.
	+ - Food Liability Insurance (General Liability) for 1M with the following listed as additionally insured:
			* Farmers and Crafts Market of Las Cruces
			221 N. Main St. Las Cruces, NM 88001
		- Food Processing Permit or Priority 2 (P2) letter (if required)
		- Fire Inspection sticker / certificate as required.
		- Copy of Menu
		- Food Handlers Card
	+ **Roasting Green Chile** – Vendors who grow green Chile may roast on site. Roasting off site prior to the Market is not permitted. Vendors roasting Chile may offer roasting services for customers who may have purchased Chile from another market vendor. Chile not purchased at the market is not permitted to be roasted on site.
		- Food Liability Insurance (General Liability) for 1M with the following listed as additionally insured:
			* Farmers and Crafts Market of Las Cruces
			221 N. Main St. Las Cruces, NM 88001
		- Priority 2 Letter
		- Approval of set up from LCFD
* **Prepackaged Food -** Food processed and packaged off-site by the vendor.
As of July 1, 2021, the Homemade Food Act became effective allowing individuals to make certain low risk foods in their private farm, ranch or residence without a food permit from the NMED and then sell those products directly to the consumer.
	+ - Food Liability Insurance (General Liability) for 1M with the following listed as additionally insured:
			* Farmers and Crafts Market of Las Cruces
			221 N. Main St. Las Cruces, NM 88001
		- Food Handlers Card
		- Photos of your kitchen, finished products, your creation process with you in some of the photos, sample of your label.
		- List of food items you plan to sell.
	+ Foods permitted WITHOUT a food permit from NMED:
		- Food produced must be non-time/temperature control for safety (non-TCS). Food meeting this definition does not require refrigeration when complete.
		Examples of permitted non-TCS foods include:
			* Non-cream filled baked goods that do not require refrigeration, such as cakes, cookies, yeast breads, pies, pastries.
			* Candy
			* Popcorn
			* Chocolate covered pretzels
			* Dehydrated/freeze dried fruits
			* Granola/dry mixes
			* Roasted Coffee
			* Whole fruits and vegetables
			* Standard high sugar jams and jellies
	+ Foods not permitted unless produced in a NMED permitted commercial kitchen:
		- * Meat and meat products, including jerky, fish, and fish products
			* Salsa
			* Foods containing CBD, hemp, or hemp extract
			* Vegetable jams/jellies (e.g., hot pepper jelly)
			* Canned fruits or vegetables
			* Canned pickled products such as pickles, relish, sauerkraut
			* Pies or cakes requiring refrigeration such as banana cream, pumpkin, lemon meringue or custard pies; cheesecake; cakes with glaze or frosting that requires refrigeration such as cream cheese frosting.
			* Milk and dairy products
			* Cut fruit and vegetables
			* Caramel apples
			* Hummus
			* Garlic in oil mixtures
			* Beverages like fruit/vegetable juices, kombucha tea, apple cider
			* Sprouts
			* Food products with fresh vegetables, fruit, or cheeses
			* Salad dressings
			* Acidified foods
		- Please note that this is not an exhaustive list, nor does it dictate what may be produced under the act. Verify with FCMLC and NMED for permitted products.
		- Copy of your Permit to Operate or Priority 2 Letter from NMED (if required)
* **Food Truck/Trailer -** Any vehicle equipped to cook and sell food on location at the Market.
	+ - Food Liability Insurance (General Liability, minimum 1M) with the following listed as additionally insured:
			* Farmers and Crafts Market of Las Cruces
			221 N. Main St. Las Cruces, NM 88001
			* Additional Requirements per the City of Las Cruces

Copy of Additional Insured Paperwork with the City listed.

Waiver of Subrogation (Rights) Paperwork and Box checked on policy

City of Las Cruces
PO Box 20000 Las Cruces, NM 88004

* + - Proof of Auto Liability Insurance (Trucks 1M, Trailers 500G)
		- Food Handlers Card for all employees
		- Copy of Menu
		- Food Processing Permit
		- Fire Inspection sticker / certificate
		- Food Trucks/Trailers with less than three (3) employees on payroll will need to submit a letter stating that they have had less than 3 employees for the last year.
			* Should there be 3 or more employees within a year, proof of Workers Comp must be provided.

 *(Food vendors wishing to change their menu types must have prior approval from the Market Manager. e.g., from hamburgers to Mexican, or from burritos to Asian.)*

* **Beverages –** Vendors whose primary product is one of the beverages listed below must adhere to the guidelines and make them from scratch, i.e., without the use of premade powders or mixes.
	+ - Food Liability Insurance is required.
		- The only exception to this is food vendors with a Priority 2 letter selling sealed soft drinks.
	+ **Aguas Frescas** – Made fresh, from fresh fruit, juices, etc. No powdered mixes.
	+ **Coffee** – As coffee does not grow in the United States it is expected that all coffee vendors roast their own beans. There is no restriction on where the raw beans are imported from.
	+ **Lemonade** – All lemonade products must be fresh squeezed and may not be a pre-mixed powder or liquid. Lemons need not be grown by the vendor.
	+ **Crafted Sodas** – Custom made syrups combined with carbonated water. Ratios adjusted manually for taste.
	+ **Snow Cones** – Ice must be shaved on site. The use of premade syrups is allowed.

A site (kitchen) inspection may be conducted prior to orientation and vendor acceptance.

**Services & Other**

* **Mind / Body Health**
	+ **Massage** – A valid LMT (Licensed Massage Therapist) from the New Mexico Massage Therapy Board.
	+ **Acupuncture is not permitted at Market.**
* **Informational –** Nonconfrontational communications only. No selling or promoting without prior product approval from the product integrity committee.
* **Henna –** The use of Black Henna (“kali mehndi” or “piko”) is prohibited. Any henna with paraphenylenediamine listed as an ingredient is not permitted.
* **Face Painting –** Body art must be done free hand. The use of stickers or temporary tattoos are not permitted.
* **Author/Illustrator –** Books may be sold only be the author or illustrator. No publishing companies or third-party carriers permitted.

**Product Integrity**

Product Integrity means: All products shall be handmade, produced, grown and/or raised locally by the local vendor. Product integrity is essential to the mission of the Market.

The Market Manager and Product Integrity Committee have the responsibility to verify that products sold at the Market are indeed vendor-produced. Verification methods may include, but are not limited to, photo verification, inspection of purchased materials, observation of the art or craft process, booth visits, and at-home visits or site visits to fields, gardens, workshops, and kitchens. Inspections shall be carried out by the Market Manager with the assistance of the Product Integrity Committee or designee. These verifications may be conducted on an as-needed basis, randomly, or on a scheduled basis.

The Board of Directors has final say in product allowance but will only render an opinion after an initial determination of product eligibility. In reviewing any initial determination, the Board must act as a body.

**Food Trucks/Trailers/ Booths**

Food vendors with any heat source require a 10-foot fire clearance surrounding the entire set up. This is 10 feet away from a building, vehicle, or other booth per the Las Cruces Fire Department.

The only known exception under the regulation is if the next immediate booth is utilized for tables and chairs only.

Vendors may utilize the fire clearance for tables and chairs with the understanding that it is an additional space to be paid for by the vendor, and they are responsible for supplying all equipment and any incidents that may occur.

At this time, vendors are not responsible for the payment of fire clearance that is not utilized for tables and chairs.

**Musicians and Entertainers**

All Musicians and Entertainers shall:

* 1. Reside in Doña Ana County.
	2. Attend an orientation. This may be scheduled with the office for one-on-one training.
	3. Pay annual membership dues.
1. Child musicians are school-age children up to age eighteen (18) and are allowed to play free of charge, i.e., do not pay annual membership dues.
2. Children under sixteen (16) must be accompanied by a parent or guardian who shall be familiar with musicians’ rules regarding approved playing spaces and playing times.
	* + Permits and paperwork must be updated annually.
		+ Musicians and entertainers will be invoiced for an annual membership fee. Annual membership fees are due on January 15th, unless proof of age exempting payment, is provided to the Market Manager.
	1. All musicians must sign in with each Block Coordinator and present their current permit.
* Musicians may reserve the next available time space but may not reserve multiple blocks ahead of time.
	1. Musicians must always display their permits while performing.

6. Perform only in spaces designated by an orange musician cone and may not move space designation cone markers without permission and coordination of the Block Coordinators.

7. Perform only for 30 minutes per designated space. Maximum 10 minutes to set up and teardown.

 8. Make reasonable attempts to play equally throughout the Market. There is a max number of 2 sets permitted within each block per Saturday. These sets may not be consecutive.

 9. Do not use or obstruct benches or planters.

10. Respect other musicians' or entertainers' time at their cone location.

1. Obey municipal noise ordinances pursuant to the City of Las Cruces Municipal Code Sec. 19-121. “Prohibited: (2) It shall be prima facie evidence of a violation of this division if any loud or unusual noise is audible by any person or police officer at a distance of 30 or more feet from the source or causes a person or police officer to be aware of the vibration accompanying the sound at a distance of 30 or more feet from the source.” All musicians shall conform to this ordinance whether using amplifiers or not.
2. Violations of the Noise Ordinance will result in Market discipline.
3. Be considerate of Market vendors, customers, and other musicians. Do not play so loudly

 as to make conversation difficult at nearby booths.

1. Musicians who wish to sell CDs or other products related to their music shall acquire a NM State BTIN(CRS) tax I.D. and provide a BTIN(CRS) in Compliance Certificate dated February 1st or after, but before March 1st, annually.
2. Group permits are available. Each individual must attend orientation and sign a Vendor Code of Conduct. Everyone shall be listed on the Application and will be listed on the Market permit.
* All members listed must be present to utilize the group permit.

16. Guest musicians: Members with an individual permit are allowed to be accompanied by a maximum of 3 guest musicians, 4 times per year. The individual named on the permit must be present and is responsible for the behavior of their guest(s) and any infraction(s) of guest(s) musicians.

* + There is no limit on the frequency of performing together if multiple entertainers each hold an individual permit.
	+ Guest musicians are NOT exempt from any of the above rules.

## **Community, Educational and Nonprofits**

Community, educational and nonprofit groups will be granted permission to have a booth(dependent on space availability) after an application has been submitted and an informational orientation with a representative of the market has been attended by the member/members who will be manning the booth. The group shall check in with their designated Block Coordinator on their assigned Market date.

All community, educational and nonprofit groups shall abide by all FCMLC Policies and Procedures. Group contact information must be updated once a year in January. Spaces are limited and will be assigned on a quarterly basis.

In an effort to maintain an environment where all employees, vendors, customers and the general public feel safe and welcome, groups with any political affiliation will not be permitted as vendors, nonprofits or community outreach.

**Nonprofit Groups**

Nonprofit organizations are given one 10’x10’ space free of charge once per calendar month. These spaces are for informational use only, cash donations may not be collected

Nonprofits shall present proof of nonprofit status. Nonprofits may conduct a raffle with permission from the Market Manager and they must sign a Raffle Waiver Form. Organizations are only permitted to hold a raffle four (4) times annually. Nonprofit groups may be allowed to sell a product pre-approved by the Market Manager, once annually. Selling home-prepared baked goods or bottled water is not permitted.

**Community & Educational Outreach**

Organizations that do not hold 501(c) nonprofit status may still be permitted to set up an informational table at the Market. Community and Educational outreach are permitted to set up once per calendar month and are subject to space availability. Only nonprofit organizations with verifiable status are permitted to conduct raffles at the Market. Community groups are not permitted to sell anything or solicit donations.

* Nonprofit, community, and educational groups may be permitted to sell tickets to their events with prior written consent from the Market Manager or BOD.
* Signature gathering of any kind is strictly prohibited on FCMLC property during market hours.

**Community & Educational Entertainment**

Organizations holding 501(c) nonprofit status or those classified as a community outreach partner comprised of participants under the age of 19 may perform once per calendar month at no cost. They shall submit an application and parent consent forms for all minors participating. Those wishing to perform more often may obtain market membership by paying annual membership dues.

**Agricultural and Food Initiatives**

FCMLC is proud to promote local agriculture as an important community resource. School and Community Gardens are welcome participants in the Market. School and community gardens are exempt from annual membership but pay the weekly space fee for the weeks that they are active Market participants. A site check, and confirmation of the status of the organization, may be required prior to admittance into the Market at the discretion of the Market Manager.

**Main Street Businesses and Institutions**

The license agreement with the city prohibits downtown Main Street businesses from actions inconsistent with Market guidelines. In accordance with the Market’s arrangements with the City of Las Cruces, a downtown Main Street merchant’s building, whose primary entrance and address are on Main Street, immediately adjacent to the Market has priority usage of one (1) 10’ x 10’ sidewalk display space immediately in front of the building, closest to their main entrance during Market hours. The primary business must be open for regular business during Market hours.
Main St. businesses are not permitted to drive onto Main St. during Market hours, 6:00am – 3:00pm without prior permission from Market Management. Products are expected to be stored within the business’ location.
The business shall not be charged Market membership dues or a booth space fee. The primary business or institution owner should, and is invited to, familiarize themselves with and follow FCMLC guidelines.

The business or institution owner, while participating in market activities, agrees not to assign or rent the allotted space to other parties in the building; this includes Market or non-Market vendors. The primary business in the building may only display and sell items from their business and/or promote their services that are available during normal working business hours. In the event that a building houses multiple businesses’, it is up to the building owner and businesses to create a schedule for use of the single 10’x10’ space in market. Vendors shall not make arrangements with downtown businesses to circumvent FCMLC's guidelines. Vendors are responsible for their best efforts to maintain goodwill with our neighbors during Market hours.

**Vendor Classifications**

**Permanent**

All permanent vendors shall:

* 1. Claim their permanent space at least 1 hour prior to the designated opening time of the Market. Vendors may claim their space by physically being present or informing the block coordinator via call or text that they will be present.
	2. Vend from their assigned Market space. If a permanent vendor gives up their assigned space or loses that space for a Market Day by operation of the rule above, then that vendor shall become a temporary vendor for that Market Day. Under certain circumstances, such as bad weather conditions, permanent vendors may set up in a different Market space with permission of the Block Coordinator.
	3. Contact their Block Coordinator, preferably the night before the Market, if they will not be attending. If a vendor does not contact their respective BC, it will be counted as an unexcused absence.
	4. Permanent vendors are required to attend the market 32 weeks out of the year to maintain their permanent status. Failure to do so could result in loss of space and status.
	Three (3) unexcused absences in a quarter shall result in Market discipline.

Any vendor who voluntarily quits the Market forfeits their FCMLC membership and permanent space. That vendor shall reapply and must meet all product requirements and attend an orientation before returning to the Market.

**Temporary**

Temporary vendors do not have assigned spaces at the Market. To become a permanent vendor with permanent space, a temporary vendor shall submit a change of status form. A permanent space will be assigned upon availability at the beginning of each calendar quarter.

Temporary vendors are required to attend the market a minimum of 4 times during the calendar year. Failure to meet this requirement will result in a loss of market membership and a requirement to reapply. Agricultural vendors are exempt from this attendance requirement.

All temporary vendors shall walk into the Market area and check in with a Block Coordinator prior to driving into the Market. As block coordinators have until 7 AM to arrive, temporary vendors are to check in between 7 AM and 8 AM. A voucher stub must be presented to a Block Coordinator before receiving a space assignment for that day. Temporary vendors shall purchase vouchers in advance during office hours. They will be assigned to a particular block. If there are no spaces available, the Block Coordinator will coordinate with the other block coordinators to find another location for the temporary vendor.

**Seasonal**

Seasonal agricultural producers attend Market only during times when their product is in season. All seasonal vendors shall pay annual membership dues in January.

Permanent seasonal agricultural vendors, if they have been assigned permanent status by the Market Manager, can retain a permanent space assignment from year to year by paying advance space fees. They shall pay for an entire year regardless of the time they are not present. Their spaces will be assigned to temporary vendors during the time they are not present. Seasonal vendors shall give a projected schedule of attendance to the Market Manager and their respective Block Coordinator, with more specific updates or changes as available.

Temporary seasonal agricultural vendors will purchase space vouchers and be assigned daily space locations each week by a Block Coordinator.

**BTIN(CRS) Tax Compliance**

All vendors, except those noted in the “Special Requirements Chart”, are required to have an active BTIN(CRS) (Business Tax Id Number) registration in their own name with the State of New Mexico.

**January 25th is the filing deadline for the previous tax period.**

Vendors are required to provide their BTIN(CRS) Letter of Good Standing dated February 1st or after, but on or before February 28th (29th), annually. Market Manger will verify compliance annually.

BTIN(CRS) Letter of Good Standing must be provided for any and **ALL** business names and BTIN(CRS) numbers used while selling at FCMLC each year.  Changing a business name or BTIN(CRS) number will not change the BTIN(CRS) reporting requirement for that business and/or member. A change in business name will require an in-compliance certificate for both business names.

Produce, Meat, Honey, and Egg only vendors shall provide an Exempt from Filing BTIN(CRS) statement in lieu of BTIN(CRS) Letter of Good Standing once every three (3) years when they update their EBT / WIC agreements.

BTIN(CRS) Letter of Good Standing shall be provided with printed date of status between February 1st and on or before February 28th (29th). Failure to supply BTIN(CRS) Letter of Good Standing shall result in termination of the vendor’s Market permit.

1. Terminated vendors must provide current BTIN(CRS)Letter of Good Standing
2. Terminated vendors pay the membership fee of $25.00 and attend orientation.
3. Terminated vendors will return as temporary vendors.

All sales at the Market fall under the Tax Incremental Development District (TIDD) in downtown Las Cruces. When filing forms for the State of New Mexico Taxation and Revenue Department, the TIDD location code is 07-132.

**Business Registration**

All vendors shall have a current business registration with the City of Las Cruces unless claiming one of the following exemptions in which case an exemption form will be turned in to FCMLC staff in its place. An audit of registrations will be run once annually. This is done in conjunction with BTIN(CRS) Letter of Good Standing paperwork.

**Sec. 16-128. - Exemptions.**

No business registration fee, and in the case of subsection (6) below, no business registration requirement, shall be imposed on the following:

(1) Any business which is licensed as a business pursuant to NMSA 1978, § 3-38-1 and as listed in the schedule in division 3 (Businesses to be Licensed) of this article. Any person who operated under the same name two or more businesses, one or more of which requires a business license and one or more of which does not require a business license, shall obtain a separate registration or license and shall pay a separate fee for each business.

(2) Those businesses are otherwise exempt by law.

(3) A person who is a sanctioned and registered athletic official who officiates for any association or organization which regulates any public-school activity and whose rules and regulations are approved by the state board of education.

(4) A business which has no place of business location inside the boundaries of the city, even though the business may do business within the city.

(5) A part-time artist whose prior year proceeds from the sale of their artwork through consignment with other licensed businesses does not exceed $1,000.00.

(6) Subject to the notification requirement in sections 16-139 or 16-140, any individual, group, entity, or organization recognized as nonprofit under the Internal Revenue Code, including without limitation, churches, temples, synagogues, mosques, and other places of worship.

(Ord. No. 2707, § III, 3-17-14)

**Supplemental Nutrition Programs**

**EBT**

All vendors accepting EBT tokens must be properly registered. Vendors shall count their tokens, place them in a bag, and bring them to the EBT clerk on Saturday or Wednesday by 12:30 pm. EBT tokens may be turned in to the office during regular business hours.

EBT checks will be printed twice a month, following the market payroll schedule. For a copy of the pay schedule ask the market manager or administrative assistant / EBT clerk. Vendors may also pick up their check in the office during business hours.

EBT clerk will not accept tokens in an amount of less than $20.00. No EBT redemption check will be written for an amount less than $20.00. The sole exception is for seasonal agriculture vendors at the end of their season at the Market. EBT checks must be signed for and will only be given to the vendor registered with the Market.

**WIC / SFMNP**

Only vendors who have signed agreements to be in the program are permitted to accept WIC. WIC agreements are for a specific 3-year period. This program is only available electronically and vendors are required to have a cell phone or tablet with a functional camera to access the app.

**Payment Policies**

**Annual Membership Dues**

Annual membership dues of $25 are required from all vendors. Annual membership dues are payable on or before January 15th of each year. All membership dues are for the calendar year and are NOT prorated. Dues are non-refundable.

After January 15th, a vendor shall be charged a $15 late fee and shall be suspended until dues are brought current. Failure to pay dues by January 31st shall result in termination of the vendor’s Market Membership. Terminated vendors must pay the membership fee of $25.00 and attend orientation, if accepted, and will return as a temporary vendor.

**Market Space Fees**

Space Fees may be paid by cash, check, money order, credit/debit card or online using the emailed invoice.

**Payment Schedule**

**Space Fees: Due Date(s)**

Yearly $680/space January 15th

Semi-annually $340/space January 15th, July 15th

Quarterly $170/space January 15th, April 15th, July 15th, October 15th

Market space fees payments received after the 15th of the month in which they are due shall be charged a $15 late fee. A vendor shall be suspended after the 15th until fees are current. Failure to become current by the end of the month shall result in loss of permanent vendor status and loss of permanent space. A vendor must meet all requirements necessary to become a permanent vendor and reapply for this status. Fees are non-refundable. Checks returned for non-sufficient funds shall be charged an additional $25 and will result in immediate suspension from the Market until all monies are paid in full.

**Vouchers**

Vouchers should be purchased in the office prior to the market day the vendor wishes to sell. Vouchers may be purchased using cash, check, money order or credit/debit card.

Vouchers may be paid for by mailing a check or money order to the office. The vouchers will be mailed back to the vendor.

Vouchers may also be purchased via phone using a credit/debit card. Vouchers would then be available to the vendor at the next Saturday morning market. The vouchers can also be mailed to the vendor if not attending.

**Gift Certificates**

The market has $5 denomination gift certificates available for sale to customers. They are also used in market-related promotions. They have our logo, a start date, an expiration date, and management’s signature. Your name is to be entered in the “redeemed by” space. All vendors are asked to accept the certificates, same as cash, when presented. Vendors are to redeem certificates through office management for cash.

**Market Policies**

**General:**

1. Vendors wishing to add a new product category to their booth shall get approval from the Market Manager and Product Integrity Committee designee.
2. FCMLC is not responsible for any trademarked, licensed, or copyrighted infringements.
3. Any item consisting of only commercially produced components will specifically be evaluated for the Market’s acceptability. Simply attaching 2 items together (such as a chain and a charm) does not qualify as handmade. All purchased items must be creatively changed to be handmade. If rejected by the Product Integrity Committee, or the Market Manager, it shall not be displayed or sold.
4. Artwork shall be solely the work of the vendor.
5. No agricultural products shall be brokered from other growers or producers.
6. Any raw natural materials shall be customized by the vendor before selling.
7. Parents/Guardians - both vendors and customers - are responsible for supervising their children's activities.
	1. Parents/Guardians are responsible for all damage caused by their child(ren) to another vendor’s product/display.
8. Emergency help and procedures are available at the Block Coordinators booth. This includes lost children and lost and found items. (See Code Adam Policy).
9. Highly scented product(s) noticeable outside of vendor’s booth shall be kept covered or wrapped.
10. Scented sprays may be briefly sprayed per customer request. Incense or candles may be briefly lit, smelled, and extinguished.
11. Vendors who smoke shall do so outside of the Market area at least thirty (30) feet from any booth.
12. All vendors who sell knives, swords, or any other type of weapon shall have a visible disclaimer posted at their booths: Purchasers must be at least 18 years of age and present a valid ID at the time of sale.
13. Any merchandise or display equipment left on the premises at the end of the day may be stored or disposed of at Market Managers’ discretion without liability.
14. Booths shall be attended to by the Market permit holder. Setting up a display and then leaving for an extended period is prohibited.
15. Vendors shall act in a courteous and respectful manner at all market affiliated events and meetings.

## **Set Up/Tear Down:**

1. Vendors may enter the market between 6 AM and 8 AM for unloading.
2. Fire (driving) lanes, fire hydrants, and doorways shall be kept clear at all times.
3. Vendors shall bring their own furniture or equipment for sitting on and displaying their items.
4. Vendors shall keep their Market space clean. Vendors are responsible for any and all damage to City property.
5. All canopies and umbrellas should be securely weighted.
	1. Each canopy leg must be weighed down by no less than 20 pounds.
	2. Weights must be securely attached, not simply placed on the legs.
	3. Canopies shall have straight legs, not slanted.
6. Booth signage shall be firmly attached to the booth and not interfere with customers or pose a hazard.
7. Electricity is available at the Market in limited circumstances. Food vendors have priority for access to power.
8. Extension cords shall be covered with a trip cover. ADA-approved cord coverings are required by City code.
9. Benches, planters, or other streetscapes shall not be used to display goods or to anchor canopies, tables, or displays.
10. Vendors are expected to stay the entirety of Market and are not permitted to leave early unless they sell out or have an emergency. Management must be made aware of such prior to leaving.
11. The market closes at 1:00 PM, when vendors are permitted to begin tearing down and packing of their display.
12. Vendors will be permitted to enter the market after 1:30 PM for loading.
13. Barricades are picked up starting between 2:30 pm and 2:45 pm to ensure Main Street is open for normal traffic by 3:00 pm.

# Traffic Regulations

Driving a vehicle into the Market is a privilege. It shall be revoked by the Market Manager if a vendor fails to follow the regulations governing traffic in the Market area.

The following rules are for the safety of the Market:

1. The speed limit is 5 miles per hour. Automatic suspension of 1 week shall be given to speeders.
2. Temporary vendors **must** walk in to get their space assignment from a Block Coordinator before driving into the Market.
3. All vendors who drive into Market territory must have an FCMLC Driving Permit in their vehicle in ready view of Market personnel or they might not be permitted to enter.
4. After the Market, vendors shall not retrieve vehicles until they have packed up all of their items to ensure vehicles are in the Market for the shortest amount of time.
5. Vendors shall not at any time impede vehicle traffic flow on Las Cruces Avenue, Griggs Avenue, or any other streets adjoining the Market area.
6. Move vehicles promptly once unloaded/loaded. Do not set up canopy/display before removing vehicle.
7. Do not block the driving lane. If unable to pull over, drive to the exit and re-enter the Market. Do not use the driving lane to unload/load items.
8. Impatient honking or yelling shall result in disciplinary action.
9. The callecitas or alleyways are off limits to traffic, including loading and unloading.
10. Saving parking/loading spaces for other vendors is prohibited.
11. All vehicles shall exit the Market prior to the official opening time and shall not be allowed to re-enter until thirty (30) minutes after the Market closes unless otherwise directed by the Market Manager.
	1. No entry after 8:00 am, all vehicles not remaining in the market for the entirety of market must exit by 8:15 am.

A map of the Market area with driving entry and exit points and traffic flow arrows is included with this manual. Be sure to understand and follow the established driving patterns.

Any vendor whose vehicle is within the Market boundaries during the active Market hours of 8:30am – 1:00pm must provide proof of Auto Liability Insurance of at least 1M.

**Pets / Service Animals:**

1. Vendors’ and customers’ pets and service animals are allowed at the Market. They shall always be under the immediate control of the owner or other responsible person and on a leash shorter than 6’.
2. Business liability insurance is recommended for any vendor who brings a pet(s) to the Market.
3. Vendors who bring their pet(s) to the Market assume responsibility for their pet’s actions. Liability for the actions or conduct of any pet remains with the pet owner. FCMLC does not accept liability for the action of any pet or guest of a vendor.
4. Vendors who choose to bring their pets are required to clean up after their pets.
5. FCMLC reserves the right to ban any pet/animal from the market.

**Propane Cylinders / Heaters**

1. Propane cylinders shall be installed upright, secured to prevent overturning, and protected from any physical damage. The preferred method would be nested together and strapped or secured to a free-standing pole and strapped by one or more restraints. Propane cylinders shall not be attached in any way to a canopy or tent.
2. Propane tanks shall be located so that they are not easily accessible to the public, but accessible to emergency personnel.
3. Propane tanks shall be located at least 5 feet from any cooking equipment, tent, booth or structure.
4. Propane pressure relief devices shall be positioned to direct vented vapors away from ignition sources.
5. All propane gas hoses shall be in good condition, approved for the intended service and shall be continuously marked with LP-GAS, PROPANE, 350 PSI WORKING PRESSURE, and the manufacturer’s name or trademark.
6. All hoses/connections must be leak free.
7. All hoses must be kept out of the way of foot and vehicular traffic.
8. Cylinders not connected shall be stored or nested away from areas of cooking location.
9. All fuel tanks must be turned off and secured when not in use.
10. A maximum of one (1) 60 lbs. or up to two (2) 30 lbs. cylinders shall be used at any one time.
11. “NO SMOKING” signs shall be next to or directly above the propane cylinder(s) and visible to the public. These signs shall be posted with a minimum of 2” red lettering with a white background.
12. Propane Heaters can be used considering that devices must be certified and labeled by an approved testing laboratory, a clearance of 3 feet around all sides must be maintained and combustible materials shall be kept away from heat sources. All vendors using propane heaters are required by City of Las Cruces Fire Department to have a 2A:10B:C fire extinguisher and the purchase receipt or re-fill certificate must be taped to the fire extinguisher.
13. Per City of Las Cruces Fire Department all heat sources (i.e., wood burning tools, electric heater, etc.) are required to have a 2A:10:BC fire extinguisher and the purchase receipt or re-fill certificate must be taped to the fire extinguisher.
14. In the event of any questions or conflict with these guidelines the City Fire Code shall control.

## **Prohibited Activity:**

1. Attempted sale of “Buy/sell” resale items. Any complaint about a “buy/sell” item shall require an on-site or at-home visit to verify a demonstration of the production process.
2. Multi-level-marketing (MLM) businesses.
3. Solely-software-generated products.
4. Selling items produced or grown by someone other than the vendor.
5. Items made from commercial kits without additional and obvious customization by the vendor.
6. Embellishing any form of commercially purchased artwork with paint, glitter, sequins, or other accoutrements solely to enhance the printed image.
7. Printing and selling of public domain material without customization by vendor, e.g., commercially printed posters, photographs, and prints trademarked or copyrighted images.
8. Produce, agricultural products, plants or plant products grown commercially and purchased for immediate resale by a vendor.
9. Products, displays, or sale pitches, which interfere in any way with any other vendor’s space, products, or sales.
10. Carnival barking, calling out to passers-by to attract their attention.
11. Consumption or sale of alcohol and/or controlled Schedule I substances.
12. Bicycling or skateboarding by vendor or vendor family members during Market hours on Downtown streets and sidewalks.
13. Displaying or storing products outside of your assigned space.
14. Using public trash receptacles for disposal of personal or Market-generated trash.
15. Profane, obscene, or vulgar items or actions; implicit or explicit; crafted, written, spoken, or presented, in any form or language.
16. Vendors shall not engage in inappropriate conduct including but not limited to verbal criticism of other vendors or their products; rude, violent, aggressive, uncooperative, or belligerent behavior; confrontation, harassment, intimidation, or unwanted physical contact.
17. Panhandling: Report panhandlers to the Block Coordinator.
18. Using sandwich-boards, signs, flags, or other visuals which extend beyond a vendor’s space.
	1. Awnings, umbrellas, and other shade structures require approval from the market manager and are on a case-by-case basis.
19. Soliciting or handing out product samples away from one’s booth.
20. Selling or giving away live animals. (Exception: Animal adoption agencies with prior approval from the Board of Directors.)
21. Selling knives, swords, or any other type of weapon to anyone under the age of 18 years.
22. The use of refrigerated air units by any vendors except for enclosed/controlled environment food trucks and/or trailers.
23. Use of misters by individual vendors is not permitted due to potential Health Code violations.
24. Vendors may not play music within their booth space if played at a volume that is audible beyond their 10’x10’ space during market hours.
25. The use of generators is not permitted.

**Code Adam/ Silver Policy**

In an effort to provide a safe environment for customers and their families, FCMLC has adopted the following policy regarding lost children (these procedures will also apply to lost adults).

1. When a parent or guardian approaches a vendor stating that a child(adult) is missing, has been kidnapped, or it has been determined otherwise that the child has been abducted, call 911 immediately to notify Law Enforcement.
2. Escort the parent or guardian to the nearest Block Coordinator who will immediately begin the alert system. This should begin through communication with the Market Manager and other Block Coordinators via two-way radios as well as with participating vendors.
3. Begin asking about the following items in order to gain a better description of the child(adult):
	1. Gender
	2. Age
	3. Eye and hair color
	4. Race
	5. Height
	6. Weight
	7. Clothes worn (including shoes)
	8. Any distinguishing characteristics (e.g., birthmarks, congenital conditions, etc.)
	9. Location or area the child(adult) was last seen
4. Begin announcing “missing child(adult)” following with the description of the missing child(adult).
5. If the child(adult) is found and appears to have been merely lost, reunite them with their parent or guardian. See also “Found Child” procedures listed below.
6. As soon as the child(adult) is found, call 911 to cancel Code Adam.
7. *If the child is found accompanied with someone other than their parent or guardian, a description of that child and the person they are with, should be obtained. Do NOT attempt to delay their departure by confronting the individual and thereby putting the child, customers, or vendors at risk or in danger of being harmed. Law enforcement should be notified immediately and provided with a description of the person accompanying the child.*
8. The Code Adam call can be canceled either after the child(adult) is united with their parent or guardian, or law enforcement has arrived.
9. Announce over the radio when the child(adult) is found so the search can be called off.

**Found Child**

If a child is found, or approaches your table saying they are lost or is upset, and the parent cannot be found, vendors should follow the procedures below:

1. Place the child in a visible area (in front of your booth) where a parent can see them.
2. If the child can speak, ask him/her if he/she can see their parent or if they know where their parent is.
3. Ask the child if he/she has a cell phone or if their parent/guardian has a cell phone. If the child has a cell phone, check for a parent’s or guardian’s number. If they don’t have a phone, ask if he/she knows the number of the person they’re with. If they do, call them immediately.
4. If there is no way to contact a parent or guardian by phone, keep the child close to your table and attempt to locate the parent. Keep the child in a visible area where a parent can see, such as in front of your table. The parents might be nearby at another table and are just momentarily distracted. Vendors can also simply announce to the crowd “Has anyone lost a child?” and observe for a confused or frantic adult.
5. If no parent or guardian comes forward after 10 minutes, ask a neighbor vendor to notify the Block Coordinator of a found child and where the child is located. Do not take the child away from the immediate area in which they are found, as the parent will usually start searching in the immediate area once they realize their child is missing.

**Liability and Indemnity**

FCMLC will not accept liability for any accidents/damages to vendor property. FCMLC recommends all vendors carry personal liability insurance. FCMLC shall bear no responsibility or liability for accidents or any incidents involving vendors' booths or products. Similarly, FCMLC will not indemnify or ensure vendors for their negligence or failure to follow applicable rules or regulations of any governing body.

**Market Space Management**

The Market layout as approved by the City shall apply to any Market Day. All vendors shall abide by the market space assignment procedures. If there are two rows of vendors each row will set up facing each other. Vendors shall not make market space use agreements with other vendors. This includes loaning or subletting of spaces. Noncompliance shall result in the suspension or termination of a vendor’s privilege to sell at the Market.

The Market Manager is the final authority for all space assignment decisions.

Any vacated spaces shall be reassigned in the following manner:

1. Interested permanent vendors shall apply utilizing the space reassignment request form.
2. Seniority shall apply based on years of Market vending.
3. Product shall not conflict with adjacent vendors’ products.
4. If two or more vendors with equal seniority and product qualification apply, the space shall be given to the first request form received.
5. Vendors that have been displaced under no fault of their own due to construction, Main St. businesses, etc. will have priority in space choice.

**Booth Sharing**

Although not encouraged, two separate businesses may share one 10 x 10 booth space. No more than two vendors shall share a Market space. Each vendor shall submit a vendor application, an individual BTIN(CRS) number, and pay membership dues. Each vendor shall submit a voucher when both vendors are present. One vendor is not permitted to set up another vendors business without them present.

If a permanent and temporary vendor are sharing a space, the temporary will need to turn in a voucher. If the permanent vendor is not present, the temporary may not claim the permanent vendor’s space. The temporary vendor must be placed by the Block Coordinator or Market Manager.

**Partnerships**

Individuals engaged in a business partnership sharing a booth/business where there is only one business name registered, shall provide a BTIN(CRS) compliance certificate for that business name. Both partner’s names must be on the vendor application.

**Wednesday Market**

Wednesday Markets operate with all the Market’s Policies and Procedures. Although the Market is much smaller on Wednesdays, the Market Manager, and/or designee will be present. Attempts will be made to accommodate those vendors that attend Wednesdays regularly but cannot be guaranteed.

Wednesday’s Market is held on a City approved location, generally only on Plaza de Las Cruces. All vehicles shall enter Plaza de Las Cruces on Organ Street. Vendors shall contact the Market Manager for specific instructions.

**Special Events**

Additional events such as a Night Market may be scheduled by the Board each year. These events are supervised by the Market Manager or person(s) designated by the Board, and per the recommendations of the Market Manager.

Vendor space assignments may not be able to be honored during some special events at the Market. The Block Coordinators and Market Manager will work to create a new location for the affected vendor(s) with as much notice as possible.

Specific instructions will be given depending upon the nature of the event. Vendors are to follow specified event instructions as they would these outlined policies.

**Waiting List**

A waiting list for any Permanent vendor requesting relocation may be maintained by the Market Manager.

Food Truck/Trailer/Booth waiting list will be maintained by the Market Manager. New food vendors may be permitted when space allows. This is to be determined by Market Manager and BOD.

Incoming food vendors are juried based on current products offered at the market.

**Inclement Weather**

In the case of severe weather conditions where vendor attendance may be low due to unsafe, damaging, or uncomfortable weather conditions, the Market Manager will condense the attending vendors to a centrally located section of the FCMLC market site.

1. Market staff will make every effort to inform vendors of changes via email.
2. Vendors must notify their Block Coordinators, or Market management, preferably the evening before, but **no later than 5 a.m. the morning of,** if they will be setting up that day. Vendors who normally have assigned spaces in the central blocks will retain their spot providing they contact the appropriate Block Coordinators, or market management, by the designated time. **FOOD TRUCKS MUST CONFIRM ATTENDENCE due to power needs. Failure to do so will result in forfeiture of his/her assigned space for that market day and it will be necessary for that vendor to go to a Block Coordinator, or Management, for placement.**
3. On inclement weather days, the Market will be filled from the center out. Vendors with permanent spaces north of Las Cruces Street or south of Griggs Avenue must get Market Manager approval before unloading in their permanently assigned space.

**Vendor Complaint Process**

Vendors shall follow the protocol for complaints. Complaints regarding the Vendor Code of Conduct shall be brought immediately to the Block Coordinator. The Block Coordinator shall address the matter in a prompt manner. **Vendors shall not personally confront another vendor with a complaint**. All parties shall use courtesy and respect to avoid escalating the issue. The Block Coordinator, Market Manager, and Board are directed to maintain the confidentiality of all parties involved in a dispute to reduce the opportunity for conflict or retaliation.

All complaints regarding product integrity shall be made in **writing.** If a vendor has been affected by enforcement of a rule, process, or procedure by a Block Coordinator, and the vendor believes the action is unfair or discriminatory; the vendor may appeal in writing to the Market Manager. If a vendor feels an action taken by the Market Manager or staff is unfair or discriminatory, the vendor may appeal in writing to the Vice Chair. The Market Manager or Vice Chair shall respond to all written complaints in writing. All complaints are required to be submitted within a reasonable length of time.

**Appeal**

A vendor has the right to appeal a disciplinary action, suspension, or termination.

Vendor appeals that have not been resolved by going through the Market Manager shall be handled by the Appeals Committee. A non-refundable $25 processing fee shall be assessed from the complainant for each appeal to be presented and heard. All decisions made by the Appeals Committee regarding vendor appeals shall be final without further redress. Vendor appeals brought forth in Board meetings shall be deemed out-of-order and be referred to the Appeals Committee immediately.

**Discipline Process**

Failure to abide by Market Policies and Procedures shall result in Market discipline. This process may result in the suspension or termination of a vendor’s Market privileges. All documentation of a vendor’s discipline process will be on file with the Market Manager. The discipline process is defined below but may be altered under special circumstances.

**Written Notice**

A Block Coordinator or the Market Manager shall notify the Vendor of the violation in writing. The “Written Notice” is a warning of possible disciplinary actions for future violations. The Vendor is required to correct the violation immediately.

**Suspension**

Once a “Written Notice” has been issued, if a Vendor violates the same rule, the Block Coordinator shall recommend to the Market Manager the suspension of the offending Vendor’s permit.

Suspension denies a Vendor the ability to sell at the Market for a period of one (1) week to one (1) month, depending upon the significance of the infraction.

**Termination**

Repeated infractions by any Vendor shall result in the termination of that vendor’s Market membership and privileges. Terminated vendors shall be barred from returning to the Market.

If a vendor’s actions are found to be threatening, abusive, or violent in any way, Market membership shall be revoked immediately, and the Vendor shall be barred from returning to the Market.

A vendor who is asked to leave the Market for any reason shall do so immediately.
Any history of multiple different violations by a Vendor will be considered in deciding on Market discipline.

**Infractions and Consequences**

The Market Manager will be responsible for decisions and any consequences relating to violations regarding the FCMLC Vendor Policies and Procedures. The severity of all infractions will be considered by the Market Manager on a case-by-case basis based on the guidelines listed below.

**Level 1 Violations:**

Minor infractions shall include, but are not limited to:

1. Traffic
2. Parking
3. Setup
4. Damage to City and or private property (Clean-up/repairs must be performed within one week of written notification. Vendor is responsible for all costs of clean up/repair of damaged property. Clean up/repair must be performed by a licensed professional.)
5. 3 unexcused absences in a quarter
6. Noise infractions.

**Consequences:**

1. First: Written notice
2. Second: Same type infraction: one (1) week suspension
3. Third: Same type infraction: one (1) month suspension
4. Fourth: Loss of Market membership

**Level 2 Violations:**

Documented nonphysical contact toward other vendors, customers or Market employees shall include, but are not limited to:

1. Verbal
2. Nonverbal or implied
3. Vehicular endangerment
4. Exceeding 5 mph speed limit in Market

**Consequences:**

1. First: Immediate one (1) week suspension
2. Second: Same type infraction: one (1) month suspension
3. Third: Same type infraction: loss of Market membership

**Level 3 Violations:**

1. Product Integrity (re-sale / selling another person’s product / selling under false pretense).
2. Selling food without a license and other required documentation.
3. Failure to comply with site inspection.

**Consequences:**

1. First: Automatic one (1) month suspension.
2. Second: Termination. Terminated vendors shall not be allowed to reapply for Market membership for 6 months.
3. Failure to comply with a site inspection within one (1) month of written notice shall result in immediate suspension until brought to compliance.

**Level 4 Violations**:

1. BTIN(CRS) In Compliance Certificate not provided by end of February.
2. Annual Membership Fee non-payment by January 15th and/or January 31st
3. Space Fee (Yearly, Semi-Annual, or Quarterly) non-payment

**Consequences:**

Shall include all items above, but not limited to:

**BTIN(CRS) Non-Compliance**

1. First: Immediate termination of Market Membership.
	1. Must provide current BTIN(CRS) Compliance Certificate to reapply
	2. Pay membership fee of $25.00 and attend orientation.
	3. Will return as a temporary vendor.
2. Second: Immediate termination of Market membership. Repeat occurrences will result in not being permitted to apply for reinstatement.

**Annual Membership Fee**

1. Suspension of Market membership if not paid by January 15th.
2. Termination of Market membership if not paid by January 31st.
3. Pay membership fee of $25.00 and attend orientation.
4. Will return as a temporary vendor.

**Space Fees**

1. Space Fees not paid by the 15th shall incur a $15 late fee and result in suspension until paid.
2. Space Fees, including late fees, not paid by the end of the month will result in a loss of permanent vendor status and loss of permanent space. Vendor must meet all requirements necessary to become a permanent vendor and reapply for this status.

**Level 5 Violations:**

Documented physical contact toward other vendors, customers or Market employees shall include and are not limited to:

1. Abuse
2. Violence
3. Threat of violence

Documented slander of a vendor, employee, board member or market associate.

**Consequences:**

1. First: Immediate termination of Market membership. Violators will not be allowed to apply for reinstatement.

**Glossary of Terms**

**BIN:** Business Identification Number located on your business license.

**Brokering:** Selling a product on behalf of another vendor, person, or entity. This applies to all vendor categories.

**Pre-Existing Business (outside the vendor’s home):** Includes but is not limited to: brick-and-mortar stores owned or operated by the vendor, restaurants, multi-level-marketing (MLM) enterprises, nationwide chains, franchises, product carried within a nationwide chain and agri-business corporations.

**Community Group:** Organizations offering services or information that is beneficial to the community.

**Craft:** A handmade item. Handmade specifically means an item having two or more distinctive parts, combined, and permanently attached by creativity and skill to produce a more attractive or valuable product.

**BTIN:** Business Tax Id Number (New Mexico Taxation and Revenue gross receipts tax).

**Downtown:** The seven-blocks of Main Street between Bowman and the roundabout in Las Cruces, New Mexico.

**Educational Groups** – Public or private schools and institutes located in Dona Ana County.

**Entertainer:** One who provides entertainment including musicians.

**FCMLC:** Farmers and Crafts Market of Las Cruces, Inc., an incorporated non-profit entity.

**Food Truck/Trailer/Booth:** Any vehicle or booth equipped to cook and sell food on location at the Market.

**Grown:** Agricultural products produced or cultivated in soil, growing media, or hydroponically.

**Local:** Designated New Mexico counties (See “Specific Requirements Chart” on page 8 for more info).

**Main Street Merchant’s Building**: Buildings occupied by businesses or institutions providing goods or services with an address and entrance on Main Street.

**Market Membership Dues:** A fee paid by all vendors, musicians, and entertainers (except entertainers under age 18), annually in January for the calendar year.

**Market Space:** 10’x10’ designated vending area, or portion or multiple thereof.

**Market Space Fee:** A rental fee for the Market week.

**Market Week:** Seven-day cycle Saturday through Friday, beginning on Saturday.

**Non-profit:** Organization holding a 501c status.

**Prepackaged Food:** Food processed and packaged off-site by the vendor.

**Prepared Food:** Food processed on-site by the vendor.

**Producer Only:** All items sold are produced by the vendor selling them.

**Raised:** Grown or bred livestock-related products.

**The Board:** Elected vendors and appointed community members who direct the activities of FCMLC, Inc.

**Vendor:** A member of the Market in good standing.

**Vendor, Permanent:** Vendor who has a prepaid, assigned space at the Market.

**Vendor, Permanent Seasonal (agricultural only):** Vendor with an assigned space who attends Market based on the seasonal availability of their agricultural product(s) and pays for the space for the entire year.

**Vendor, Temporary:** Vendor who does not have an assigned space and pays on a weekly basis by purchasing weekly vouchers.

**Voucher:** Ticket purchased by Temporary Vendors, that allows them a 10’ x 10’ space on a Saturday and the following Wednesday Market.

**Market Staff**

**Market Manager:** Person responsible for the overall operation of the Market. The Market Manager serves as the liaison between the Market and the City, downtown merchants, vendors, and community groups and any other stakeholders and partners. The Market Manager shall be familiar with all Market Policies and Procedures and is empowered to enforce said rules impartially and with the best interest of the Market in mind. The Market Manager has the authority to ensure compliance with all applicable rules and regulations, as well as state and federal laws.

**Acting Market Manager:** If the Market Manager is unable to be present at the market, he/she shall coordinate with the Board of Directors and block coordinators to implement acting personnel. The Acting Market Manager shall enforce the written policies and procedures fairly and to the best of their abilities. This is an unpaid, volunteer, position.

**Block Coordinator:** Block Coordinators maintain order within a block. They endeavor to do so fairly and impartially. Block Coordinators are responsible for assigning daily spaces to temporary vendors, referring vendors to another Block Coordinator for an available space. Block Coordinators act under the direction of the Market Manager, and the Board of Directors.

**EBT Clerk / Administrative Assistant:** Person(s) assigned duty is to maintain the functions of the EBT program. The Clerk is responsible for all EBT and DUFB tokens and the balancing of them, processing customer transactions, accepting vendor tokens, documenting/processing all paperwork associated with the program and giving reports to the Treasurer for writing checks to vendors. The Clerk also corresponds with New Mexico Farmers Market Association, WIC, and any other agencies, as necessary. This individual operates the EBT booth on Saturdays and Wednesdays and any other hours/days as directed. The Administrative Assistant is responsible for assisting the Market Manager in record keeping and general office duties.

**Barricade/Road Sign Staff:** Person(s) assigned to set out the “road closed” signs at 6:00 am and remove the “road closed” signs at 3:00 pm on Saturdays, Wednesdays, and any other Market event. Barricade staff report directly to the Market Manager then to the Vice Chair.

**Board Members & Employees**

**2024**

**FCMLC Board of Directors**

John Guldemann ……………...……..………..………………………………………Chair

Lan Stong …..……………………………………………………………………Vice Chair

Michelle Pittsenbargar ….. …………………………………………………...…Treasurer

Anthony Thomas

Catalina Diaz

Josh Switzer

Dave Kerr

**FCMLC Staff**

Karin Bradshaw ..……………………………………..………………………Market Manager

Amanda Buono …………………………………………..….……Office Manager / EBT Clerk

Rick Bradshaw …………………………………………………………………..…...Barricades

**FCMLC Privacy Policy**

Here at FCMLC we value your privacy and safety. We will never give out any of your information without expressed written permission to do so.

If a customer is attempting to reach you, how do you wish we proceed?

\_\_\_\_ I *do not* consent to any of my business information being publicly available.

\_\_\_\_ I consent to the following information to be shared.

 \_\_\_\_ Business Name / Your Name

 \_\_\_\_ Email Address

 \_\_\_\_ Phone Number

 \_\_\_\_ Address

**VENDOR CODE OF CONDUCT**

As a member of the Farmers & Crafts Market of Las Cruces you agree that you have read and understand the FCMLC Vendor Policies and Procedures and agree to abide by all named guidelines.

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Name (Print) Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FCMLC Witness