



## Empire Market Rules and Regulations--last updated 2/2025

The Joplin Empire Market (the “Market” or “JEM”) is operated by the Downtown Joplin Alliance (DJA), a Missouri 501c3 nonprofit entity. DJA’s Executive Director is Lori Haun. These Rules of Operation apply to all aspects of the Market, and each Market participant will operate under these Rules. Any violation of these Rules of Operation may result in the immediate revocation of the vendor’s Market privileges, with a forfeiture of any paid fees.

Empire Market is a producer-only market. This means that the primary person on the application must be involved in the production and/or sales of items. For vendors selling at more than one market, the person manning the booth must be part of the production team for your product. The owner/operator of the business must be in attendance at least 50% of the time in any given 12 week period.

1. Vendors: Every Market vendor is subject to these Rules of Operation. A vendor is defined as the primary person signing the agreement and/or operating a Market stall. Anyone who is working or assisting in the business must abide by these rules. Each stall must have an adult 18 years or older at the booth at all times, unless prior arrangements have been made with Market management and proper insurance has been provided. Minors must be supervised by an adult at all times.
2. Location: The Empire Market is located at 931 E 4th Street, Joplin, Missouri 64801.
3. Dates and Times of Operations: The Market will be held every Saturday, from 10am-2pm (or **approved** sell out). Up to four times a year, the Market will host special events that will necessitate only having Lineman’s Hall and outside spaces available for certain regular Market vendors. The first season began on April 28, 2018.
4. Vendor Stalls/Fees: Vendor stalls are assigned by Market staff, with first priority going to our Annual Pass vendors. Indoor, Covered Outdoor, and Outdoor spaces are available, weather and events provided.
  - a. Standard Annual Passes for Non-Produce (good for one year) are \$400 + 3% of daily sales; Standard 26 Week Passes (your choice of Saturdays, during one calendar year) are \$250 + 3% of daily sales; Standard 12 Week Passes (your choice of Saturdays during one calendar year) are \$150 + 3% of daily sales; Daily passes (as available) are \$25 + 3% of sales.
  - b. Produce Annual Passes for PRODUCE/FLOWERS (good for one year) are \$200 + 3% of daily sales; Produce 26 Week passes are \$100 + 3% of sales; Produce 12 Week passes are \$65 + 3% of sales.**
  - c. Each new grower/farmer applicant at the Market shall have an on-site inspection prior to selling at the market. In addition, new growers and all returning growers shall be visited by June or July each year. All returning value-added vendors shall be

inspected in the case of major product or location change. The manager may visit any vendor at any time. In cases of urgency, a visit may be made by a single inspector with the permission of the Board president and a market manager.

5. Payment. Payment is expected prior to the scheduled market event.

All passes must be paid in advance prior to start date. Annual and 26 Week Passes may be broken into 4 equal installments to be paid on the first four months of the pass via ACH draft. All ACH payments will be run on the first day of the month.

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6. Vendor Set-Up, Item Display, and Site Maintenance:

- a. Booths must be manned and ready to sell by 9:45. The Market does not provide any set-up equipment or supplies. Vendors must bring their own table, chairs, and tents, if necessary. All outside tents must be weighted down with at least 40 lbs on EACH leg of the tent to ensure safety.
- b. Vendors are responsible for setting up, displaying and bagging their products in a manner that is sanitary and attractive. Vendors are required to keep their stalls clean. At the end of each market day vendors must pick up all trash from within their booth and sweep it out. If you have a trash bin in your booth, it must be emptied at the end of the day and turned upside down.
- c. Vendors wishing to construct permanent/semi-permanent structures in the market halls must have approval from the market manager. All structures must be able to come down as necessary. Vendor placement is entirely at market staff discretion.
- d. Vendors who will be in attendance on consecutive Market days may leave their display fixtures in place, unless otherwise determined by the Market Manager. This is with the understanding that other events do occur within the Market during the week and the displays might be moved and the market is not responsible for damaged or missing items. Everything left by the vendors should be labeled with the vendor name.
- e. If vendors will NOT be in attendance on consecutive weeks, they may leave some fixtures (at the discretion of the Market Manager) on the pavilion, but must not leave items in their booth location. All items must be labeled with the vendor name.

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- f. All items left by the vendor are done so at their own risk. The Market is not responsible for lost or damaged items. Signing this document indicates that you agree the Market is not liable for any damage or theft of items left on the premises.
- g. Each vendor must display and sell products from within the confines of the

assigned stall.

- h. Indoor vendor spaces are generally 8' wide by 6' deep. Nothing can encroach on aisle space, common areas, fire lanes, or neighboring stalls. Any exception to this policy will be at the discretion of the Market Director.
- i. A vendor is to keep all spare stock, packing materials, cardboard boxes and bags in an orderly fashion at all times.
- j. A food vendor must display all produce or other food-related items on safe, well-constructed, well-maintained and clean tables.
- k. Produce or other food-related items must be displayed or stored at least six inches above the ground or in a hard, non-porous container, per the Health Department.
- l. Produce vendors cannot sell out of their vehicles. A table under a covered canopy (tent) must be used per the Health Department.
- m. Each vendor must display the name and location of their farm or business at their stall.
- n. Each non-produce vendor must have a special event license from the City of Joplin in view within their stall. These can be purchased at City Hall. **Contact the finance dept at 417-624-0820 ext 242 or on the third floor of City Hall for information.**

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- o. Use of electricity must be pre-approved by the market manager. **Vendors are responsible for providing their own extension cords. Per the Joplin Fire Department ALL extension cords must be unplugged at end of market day**

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- p. Each vendor must have grown or made the products that he/she is selling or may have a regularly employed agent sell products grown or made by said vendor. The employee should be involved in the production and harvesting or producing of the produce or product being sold and knowledgeable about the produce or product. The market requires that, for a majority of the time, the booth be staffed by a principal in the business. Vendors may not sell products purchased from wholesale or retail sources or products from other growers. Violation of this rule will result in the vendor being prohibited from selling at the market.
- q. All vendors shall comply with federal and state regulations on Electronic Benefit Transfer /SNAP/food stamp tokens. In particular, no vendor shall give cash in exchange for or as change for any EBT token nor shall vendors accept EBT tokens in payment for non-qualifying purchases. Vendors who add sales tax to product sales shall not add sales tax to any EBT sales. All vendors shall treat EBT customers with the same courtesy afforded all other customers. All vendors shall comply with federal and market rules regarding the use of all market tokens.

If you or your employee accept tokens you are not allowed to, the token will be retained by market staff and you will not be reimbursed for their value. I.e: A yellow SNAP token is taken by a prepared food vendor.

r. All vendors must accept debit tokens and any other tokens their product is eligible for.

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7. Products Sold: The Market will be open to persons who desire to sell products of quality and value that have been grown or made by the vendor. Flea-market-type items and hawking are not permitted. Sales of jams, jellies, eggs, meat, baked goods, flowers, fruits, vegetables, locally produced or locally sourced products and specialty items are permitted if in compliance with the City of Joplin Health Department. Jams and jellies must be produced by the vendor. No guarantee of exclusivity of products is made or implied. Sales of live animals are not permitted. Resale of packaged meat is prohibited. Homemade baked goods and locally produced or locally sourced products related to a Farmers Market are allowed so long as they follow Health Department rules per the Cottage Food Ordinance. Vendors are required to list ALL products to be sold at the Market on the initial application. Any changes or additions must be approved by the Market staff. It is the goal of the Joplin Empire Market to have top quality products. Vendors who bring poor quality products may be asked to leave the market by the market manager.

Proper labeling of products is required—refer to Cottage Food Brochure from the State of Missouri for proper labeling of products.

No selling prior to 10:00. Set back before opening bell is only allowed to other vendors, volunteers or staff and should be done discreetly out of sight/hearing of customers.

8. Farmer/Non-Farmer Ratio: The Empire Market falls under the parameters of a festival/public market. Both farmers and non-farmers can sell at the Market. JEM strives for a 70/30 balance: 70% of the market vendors will be food centric (including meat, baked goods, and produce) and 30% can be non-food (other locally produced or locally sourced products). Vendors may have 10% of their table filled with items from the other category, excluding baked goods, as long as they are listed on their application and have been approved by JEM staff.

9. Produce and Plants: All produce and/or plants must be grown within 150 miles of Joplin, MO. At the Joplin Empire Market, only certified organic produce can be labeled and sold as "organic." A copy of certification should be placed on file with JEM staff. Plants, with the exception of plants used to accessorize a product made by the vendor, must be grown by the vendor from seed, cutting or plugs. Plant vendors may be required to provide copies of receipts for seed, cuttings & plugs at the manager's request prior to selling at the market.

10. Signage Requirements: Signage at a minimum should be 3" x 5" and easily read. Item name, price, and source must be included on all signage. Farm or business name and address must be visible. Room must be allowed within display for Market token signs.

11. Compliance with Law: Vendors shall comply with all state, federal and local laws. Sale of all food items must comply with state and local laws and health codes. Sellers of eggs, meat, baked goods, honey, cider, dairy products and other value-added products must follow the appropriate rules as set by the City of Joplin Health Department and obtain any necessary permits. Copies of all permits and licenses must be on file with the market and visible if required. Each vendor is responsible for any permits needed. **Contact the City of Joplin Health Department (417-623-6122) for further guidance.**

Vendors offering samples must comply with all City of Joplin Health Dept guidelines. Contact the **Health Dept** with questions.

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Scales are to be state-approved and all packaged items are to be labeled with the net weight and content description. Sales tax must be collected as required by Missouri State law. It is the sole responsibility of each vendor to pay sales tax to the Missouri Department of Revenue.

All vendors, except non-profits and eligible farmers, must have a Missouri sales tax number. Applications will not be accepted without a sales tax number listed. The appropriate state and city sales tax must be collected unless the seller is exempt. Farms selling less than \$25,000 at ALL their farmers market locations are exempt from sales tax.

12. Pricing: Prices to be charged will be fair and at then-current market prices. The vendor and the customer will negotiate sales. JEM is not responsible for sales arrangements or warranties of any sort, expressed or implied, concerning produce or any other item bought, sold or traded. The vendor is responsible for payment of all sales taxes, if applicable.

Vendors with SNAP-eligible products MUST have prices marked. This is federal law.

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13. Pets: Vendors are not allowed to have pets at the Market, with the exception of service animals.

14. Trash: Each vendor is responsible for disposing of the vendor's own trash at home or another location. Vendors may not dispose of trash in the trash cans located in the Market area, as this is solely for the use of customers and visitors. Dumping boxes and overripe produce will detract from the customer experience and is not allowed. Broken down boxes may be placed in the cardboard receptacle and bagged trash may be put in the market dumpster. Vendors wishing to give their product away will be connected with local feeding programs.

15. Parking: Any vendor, their employees and/or helpers must park their vehicles in designated vendor parking areas, as approved by JEM staff. Courtyard is handicap parking only; no vendor parking. Vehicles must be moved by 9:45 from loading zones. If a vendor needs accessibility accommodations, please consult with the Market staff in advance.

16. No political signage will be allowed at the market. In order to respect the beliefs and views of all vendors and customers, no political signage will be allowed at the market. Only signage directly promoting market related events will be allowed, unless otherwise approved by the Market staff. Anyone wishing to pass out materials and/or collect signatures will be directed outside of the market boundaries, at the discretion of Market staff.

17. Vendor Conduct: Vendors must be truthful and honest at all times in disclosing the origin of products being sold and their production practices. Fraudulent, dishonest and deceptive practices carried out at the Joplin Empire Market will be punishable by cancellation of selling privileges without a refund. Vendors and their employees will be neat, suitably dressed, and communicate in a courteous and appropriate manner.

No smoking or vaping is allowed in the Market or within 50 feet from any entrance.

All vendors, volunteers and patrons will show others respect at all times. Vendors, employees, helpers or patrons who arrive inebriated during Market hours, use foul language, or act in a confrontational manner will be asked to leave the Market immediately, and will need approval from the Market staff to return. If vendor disputes

arise (see #20) they must be handled as per Rules & Regulations. Negative gossip about fellow vendors and their businesses will not be tolerated.

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18. Vendor meetings are held in the spring. There are two meeting times offered. Vendors are required to attend at least one meeting per calendar year.

19. Rule Violations: Violations of any of these Rules as determined by Market staff and the Downtown Joplin Alliance may result in suspension from the Market or revocation of Market privileges with forfeiture of any paid fees and prohibition from purchasing a stall in future years. Upon determination that a vendor has violated any of these Rules, JEM staff shall determine the appropriate response action. The degree and nature of any response action shall be within the absolute discretion of JEM staff, and may include a warning, fine, and revocation of Market privileges, among other actions.

All vendors are responsible for the actions of their employees or helpers. If a vendor receives 3 warnings in the same season, he/she may be expelled from the Market. Based on the severity of the infraction, it may result in immediate expulsion from the Market. Downtown Joplin Alliance has the authority to deny any person the privilege of operating at the Joplin Empire Market who, in our judgment, is using methods that are detrimental to attendance at the Market, or which are contrary to the Market's policies, standards and mission.

20. Disputes: If a problem arises, please contact the on-site Market staff, if available, or the Executive Director at the Downtown Joplin Alliance office. If problems or disputes arise during a Market session, the on-site Market staff will settle disputes according to the Market Rules Of Operation. Their decision will be final on that day. Appeals can be directed in writing to: Executive Director, Downtown Joplin Alliance, 931 E 4th Street, Joplin, MO 64801, and will be settled prior to the next scheduled Market day after receiving the complaint. You may contact Joplin Empire Market by phone at 417-501-9649.

Any complaints about a vendor alleging reselling or ineligible products, or any other other complaint by another vendor shall be submitted to the staff in writing and signed by the complainant. The name of the complainant shall be kept confidential. The staff may, at their discretion, require a good faith fee (to cover gas costs) with any complaints requiring a farm visit , which shall be refunded if the complaint proves valid.

21. Purpose, Amendment and Interpretation of Rules. These Rules are intended to create a safe and successful Market and shopping environment. They may be amended or modified, when necessary, by Downtown Joplin Alliance. Downtown Joplin Alliance staff has the authority to interpret, when necessary, and enforce the Rules of Operation. The most current version of these Rules will always be available in digital form upon request, or in physical form on Market days.

22. RIGHT OF SETOFF: If at anytime Vendor is owed funds from token sales or other funds collected by Downtown Joplin Alliance for later distribution to the Vendor, Downtown Joplin Alliance has the right to use said funds to setoff any outstanding balance owed by the Vendor. The Vendor will be notified upon the completion of any SETOFF by Downtown Joplin Alliance Vendor agrees to hold Downtown Joplin Alliance harmless from any claim arising as a result the exercise of the right to setoff.

23. Vendor authorizes Downtown Joplin Alliance to automatically charge or debit your account or credit card listed on the ACH Agreement for all amounts due each billing or renewal period, and to continue to do so until Vendor has notified Downtown Joplin Alliance to revoke Vendor's authorization. The payment amount due each billing period may include charges related to Vendor's use of the Market space, Downtown Joplin Alliance services, products, or equipment. Vendor will be notified of all amounts to be debited or charged by the QuickBooks invoicing procedure used by Downtown Joplin Alliance.

24. Indemnity and Hold Harmless. Each vendor will be responsible for and will pay for any personal injuries, property damage or cleanup costs caused by activities of the vendor or anyone helping the vendor; and each vendor, by signing this document, hereby holds harmless the Downtown Joplin Alliance, the Joplin Empire Market, for any such damages. The vendor further agrees to pay any claims against the Downtown Joplin Alliance, Joplin Empire Market, et al for personal injuries that are the fault of the vendor or anyone helping the vendor (this includes the costs of any lawsuits, out-of-pocket expenses and attorney's fees).



I have read and understood the Empire Market Rules & Regulations and agree to abide by them as a vendor of the Market.

I understand all booth fees must be paid in advance and that if a payment plan is desired for annual and 26 week passes, ACH payment arrangements must be made.

I understand how the SNAP/EBT/Debit token system works and agree to follow all Market and federal regulations as pertains to it.

Print Name:

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Date:

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Signature:

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Legal Name/Business Name as it appears on checking account:

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

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

For Market Personnel Use:

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

Market Staff Signature:

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