

**The Riverview Farmers Market (“Market”)  
A Farms in the Heights Program (“FITH”)  
Market Vendor Rules and Regulations  
*Revised on 4/9/2024***

**PLEASE NOTE - We are subject to City of Jersey City HHS regulations on Vendor Mix. While we are \*able\* to accept vendors other than Farm Vendors and Prepared Food Vendors, we will have a limited number of slots for non-food/plant vendors (no more than 10% of total # of vendors). Also note, if a vendor does not fit into any of the vendor categories below, it is unlikely that they will be approved for our market.**

**We also cannot have any alcohol, THC or CBD vendors at our market.**

**CONTACT INFORMATION:**

<b>Name</b>	Erika Spencer	Rachel Meyers
<b>Role</b>	Market Manager	President, Board
<b>Phone</b>	201-771-0347	917-734-3657
<b>Email</b>	<a href="mailto:riverviewmarketmanager@gmail.com">riverviewmarketmanager@gmail.com</a>	<a href="mailto:info@riverviewfarmersmarket.org">info@riverviewfarmersmarket.org</a>
<b>Topics</b>	Day-of support (logistics & weather), permitting, rules/regulations, fees/payments or receipts, SNAP/EBT reimbursements, liaising with JC HHS	Market vendor decisions, escalations, programming, marketing/promotions, sponsorships, donations, resale requests, recommendations for new vendors, other board decisions

**Other Relevant Files:**

- [Vendor Priority Considerations for 2024](#)
- [2024 Season Vendor Application](#)

**Section 1. Types of Vendors:**

**1. Food Vendors:**

a. **Farm Vendors:** Sell agricultural products grown within 200 miles of Jersey City, NJ. Farm vendors can sell both added–value items (such as jelly or cheese) and/or fresh agricultural products, 80% of which are directly grown or produced on their own farm. Farm vendors may sell a portion of products from other local farms upon approval of the FITH Board (“the Board”). (All products/produce from other farms must be labeled as such.). **All Farm Vendors are required to participate in the Riverview Farmers Market SNAP/EBT Token Program.** Farm vendors will be reimbursed by check on a monthly basis based on the number of SNAP/EBT tokens submitted each week to the market manager. Farm vendors must post clear, large, prominent signage re: acceptance of SNAP/EBT and where applicable, WIC/SFMNP vouchers.

b. **Prepared Food Vendors:** Sell foods including baked goods, coffee, sauces, jellies, and dairy. FITH prioritizes vendors who source as many of their ingredients as possible from local farms or producers **within 200 miles of Jersey City** (07307 zip code). In compliance with NJ regulations, such foods must be prepared in a licensed, inspected commercial kitchen or under a New Jersey Cottage Food License. See Chapter 24 of the NJ Health regulations.

c. **Concession Food Vendors:** Food trucks with City and State verified permits may sell food cooked at the Market. Vendors may also sell reheated food that has been prepared in a commercial kitchen. FITH prioritizes vendors who source as many of their ingredients as possible from local farms or producers within 200 miles of Jersey City. We have very limited space for food trucks inside the park itself, as a result, space offered may be outside of the park.

2. **Specialty Vendors:** Merchandise, products, or services that complement food offerings or further FITH's mission, e.g. knife sharpening, organic beauty products, natural home products

3. **Artisan and Craft Vendors:** Unique and high-quality handcrafted art and craft work - the art & crafts must be hand-made by the vendor and be related to The Heights, Jersey City or New Jersey (in that order). We do not allow the sale of mass-produced or second-hand products.

**NOTE on Specialty & Artisan/Craft Vendors:** The combined #s of non-food, non-plant vendors shall not exceed 10% of the total number of vendors at the market overall. E.g. If we have 40 vendors overall, we will allow no more than 4 non-food vendors.

4. **Vendor Decisions:** All decisions regarding which vendors will participate in the Riverview Farmers Market are subject to the final approval of the Board. In making such decisions, the Board will consider, without limitation, our Market Vendor Priority Considerations, [outlined here](#).

- Vendors are **not allowed to vend without the approval of the Board** of Farms in the Heights / Riverview Farmers Market.
- Vendors are **not allowed to vend without the right insurance & permitting**, as required by the Board of FITH/RFM, the City of Jersey City & the State of NJ.
- Vendors are selected solely at the discretion of this Board and may be refused participation for any reason. The FITH Board and Market Manager may terminate a vendor's participation at any time whereas a non-binding or nonexistent contract permit the release of vendor obligations. In the event of termination, all pre-paid monies shall NOT be refunded.
- All vendor fees must be approved by both the market manager and the FITH Board..

## Section 2. Parking

1. For the purposes of set up & breakdown, vendors may drive on the paved portions of Riverview Fisk Park. **There is absolutely no driving or parking permitted on the grass.** *The grass area contains sprinklers that can be damaged if a car or truck were to drive over them.* Vendors are encouraged to arrive early for the Market so that they can ensure they will be able to enter the park in an organized way to unload, and then exit to find a parking spot

elsewhere.

Only the vendors who are on pavement - and have permission from our board - will be allowed to keep their trucks with them through the duration of the market. Otherwise, all cars & trucks must be out of the park before our market opens at 10AM. We have limited parking available for vendors on Holland Street (just to the north of the Park) but when that runs out vendors should be prepared to look for street parking, post set-up.

### Section 3. Attendance

1. The Market Season for 2024 runs from **Sunday, May 5th, through Sunday, Nov 24th, 2024**. Any dates outside of this range are not considered part of the Riverview Farmers Market regular season.

Unless on a special schedule approved by the Board (1st and 3rd Sundays, for example), vendors are expected to attend every market of the Market season, and no more than 2 absences will be excused per season. The season runs every Sunday, 10:00 am – 2:00 pm, from the first weekend in May through the weekend before Thanksgiving. **Weather conditions are not a permissible basis upon which a vendor can skip a Market day**, unless the vendor is notified by the Market Manager or a FITH Board member that the Market is closed due to weather or other indicated reasoning. No refunds will be offered for market-led weather cancellations. Heavy rain days will trigger an alternate layout of the market - please review the [full Inclement Weather Policy here](#).

However, if weather conditions raise particular concerns for certain products sold by a vendor, they should inform the Market Manager that they will be unable to attend no later than 18 hours prior to the Market. If a vendor chooses not to attend a market that they already paid for, their fees will not be prorated or refunded.

2. If a vendor would like to participate on a bi-monthly or monthly schedule or only for specific months, the request must be submitted to the Board for approval. FITH has learned that some vendors succeed better at the market if they are only in attendance for some, instead of all, market dates. We therefore reserve the right to accept certain vendors on the condition of limited attendance, generally the 1st and 3rd Sundays of the month when FITH has more programming and community events.

3. All vendors must sign up for a minimum of five days per season. We cannot provide space at the market for single day or single week vendors.

4. If a vendor is unable to attend the Market due to extenuating circumstances, they should inform the Market Manager via email ([riverviewmarketmanager@gmail.com](mailto:riverviewmarketmanager@gmail.com)) no later than 18 hours before the Market.

5. If a vendor will be more than 20 minutes late for set-up, they should inform the Market Manager as soon as practicable but no later than one hour before the Market begins. This contact should be made via phone call, not text message. The market manager's phone

COVID-19 Regulation: Exceptions will be made for illnesses. If the vendor staff has been exposed to COVID-19 or are experiencing symptoms, then the above is waived. Please see [JC HHS' COVID-19 regulations here](#) for Vendors.

## Section 4. Fees

1. **Food Vendor Permit Fees:** Upon acceptance to the market, **all food vendors are required to obtain Health Permits** from the Jersey City Department of Health and Human Services (City Hall Annex, 1 Jackson Square, Jersey City, NJ 07305). Food vendors must pay a one-time \$150 permit fee (per season). **Please do not reach out to the Licensing department** until you have been approved for inclusion by the FITH Board, **and** by JC HHS.

**\*\*Non-food vendors are not required to obtain a permit from the Health Department.\*\***

Per a request from JC HHS - all food vendors are required to pick up their own licenses from HHS directly. Our market staff can not function as a go-between.

### 2. Weekly Vendor Fees:

a. **Farm Vendor** (as defined in Section 1-1-A above) **Fees:**

- \$55/week for vendors using only a 12X12 area
- \$65/week for vendors using an area larger than 12X12

b. **Other Food Vendors** (as defined in Section 1-1-B and 1-1-C above) **Fees:**

- \$55/week for vendors using only a 12X12 area  
or \$50/week for SNAP Participation (or LFS) vendors (12X12)
- \$65/week for vendors using an area larger than 12X12  
or \$60/week for SNAP Participation (or LFS) vendors (12X12+)

\* [Discount programs described below](#)

c. **Artisan/Craft or Specialty Vendor** (as defined in Sections 2 or 3 above) **Fees:**

- \$40/week for vendors using only a 12X12 area  
or \$35/week for Local Farm Sourcer vendors (12X12)
- \$50/week for vendors using an area larger than 12X12  
or \$45/week for Local Farm Sourcer vendors (12X12+)

d. All fees are to be paid on or before the First Sunday of the Month. Payments can be made via Quickbooks Invoice payment, [PayPal](#) to [farmsintheheights@gmail.com](mailto:farmsintheheights@gmail.com), or checks can be made out to Farms in the Heights. **Cash payments are discouraged**, but if they're made then the vendor must ask for a paper receipt at the time of payment. Fees are non-refundable, and will not be prorated if a market is missed.

e. Discounts are offered for advance, full-season payment for Every Week or 1st & 3rd Week vendors. See below for matrix. Full Season for 2024 is 30 weeks; 1st & 3rd Season is 14 weeks. Pre-payment discount is 10% off.

VENDOR TYPE		WEEKLY FEE FOR 12X12 BOOTH	WEEKLY FEE FOR MORE THAN 12X12	FULL SEASON FEE IF PAID ON OR BEFORE MAY 5, 2024 (10% off 30 weeks)	1st/3rd SEASONAL FEE IF PAID ON OR BEFORE MAY 5, 2024 (10% off 14 weeks)
FARMER		\$55	\$65	12X12: \$1485 12X12+: \$1755	12X12: \$693 12X12+: \$819
PREPARED AND/OR CONCESSION FOOD		\$55  SNAP: \$50  *Alt - LFS: \$50	\$65  SNAP: \$60  *Alt - LFS: \$60	12X12: \$1485 12X12+: \$1755  SNAP (or LFS): 12X12: \$1350 12X12+: \$1620	12X12: \$693 12X12+: \$819  SNAP (or LFS): 12X12: \$630 12X12+: \$756
SPECIALTY / CRAFT		\$40  LFS: \$35	\$50  LFS: \$45	12X12: \$1080 12X12+: \$1350  LFS: 12X12: \$945 12X12+: \$1215	12X12: \$504 12X12+: \$630  LFS: 12X12: \$441 12X12+: \$567

Full season payment must be received on or before May 5th, 2024 for the 2024 Season.

[Spreadsheet version here](#) if you need to zoom

**3. Vendor Type Determination:** Although a vendor may indicate on their application the “type” of vendor they wish the Board to designate them, the Board will ultimately determine which fees apply to a vendor, based on, without limitation, its review of the entire application and discussions with the vendor.

**4. Overflow Space:** If the vendor has only paid for a 12x12 space, but takes up more than 12x12 feet, they will be charged an additional \$10/week for the additional space used.

**5. RFM Vendor Program Discounts:** *Select types of vendors are eligible for weekly fee discounts based on their participation in one of two programs. Each vendor can only leverage one program discount at a time.*

**a. SNAP Participation Discount (\$5 off Weekly Fees)**

- This discount applies to Prepared Food Vendors who sell [SNAP-eligible items](#).
- The vendor does not have to accept SNAP themselves in order to participate.
- The Prepared Food Vendors must agree to participate in [our SNAP/EBT Token program](#). Customers will pay for staple food items via tokens, tokens will be collected at the end of the market each week, and vendors will be reimbursed by check on a monthly basis based on the number of SNAP/EBT tokens gathered each week.
- If the vendor carries SNAP-eligible items, they are ONLY eligible for the SNAP Participation Discount (they cannot get the Local Farm Sourcer discount)
- FITH will provide vendors with details to ensure compliance to SNAP/EBT guidelines on what can be purchased with tokens.
- FITH may provide vendors with appropriate signage to indicate their participation in SNAP/EBT Token program
- The SNAP Participation discount does NOT apply to Farm, Concession, Specialty or Craft Vendors.
  - Farm vendors are *required* to participate in the SNAP Token Program.

**b. Local Farm Sourcer (\$5 off Weekly Fees)**

- Our Local Farm Sourcer (LFS) Vendor Fee discount offers \$5 off to Specialty and

Craft vendors who agree to source one or more of the raw materials for at least one of their RFM sold products from an RFM farmer or a local farmer (within 200 miles of Jersey City).

- Random Vendor compliance checks will begin in June. Vendors who agree to be an LFS vendor for the year will receive the discount for the month of May even though compliance is not expected until June.
- FITH may provide vendors with appropriate signage to designate them as LFS vendor
- Prepared Food or Concession Vendors who do NOT sell SNAP-eligible food items may ask for the LFS discount instead, as long as they adhere to the LFS rules
- The LFS discount does not apply to Farms or Prepared Food vendors that sell SNAP-eligible items

## **Section 5. Resale Rules for Market Vendors (Products not made/produced by Vendor)**

### **1. Offsite Produce Sales/Resale Limitations**

a. Vendor shall be defined as “the producer of goods sold and shall include the spouse, siblings, children, parents, and employees of the applicant who assist in the production of products sold at the Market.” Resale shall be determined in light of Market Vendor Priority Considerations for Resale. No resale is permitted without the express approval of FITH Board. If FITH discovers resale products being displayed without approval, the vendor must immediately remove the products.

## **Section 6. Customer Satisfaction**

1. Customer satisfaction is the responsibility of the vendor. However, where appropriate, FITH or the Market Manager may address customer complaints with vendors and seek to remedy problems or issues.

## **Section 7. Local Sourcing Requirements**

1. **Definition of “Local”:** All products produced and grown within 200 miles of Jersey City should be labeled so as to indicate that they are locally sourced and grown.

2. The Board largely discourages vendors from selling products that come from outside of this range. In no instance, even if approved for resale, should more than 20% of a vendor’s products come from a distance greater than 200 miles outside of the Market area. Any vendor seeking permission to sell products, more than 20% of which are produced at a distance greater than 200 miles outside of the Market area, must request, via writing (including e-mail) permission to sell such products and provide a justification for selling such products.

## **Section 8. Measurements**

1. USDA Scales are preferred for measurements.

## Section 9. Payments from Customers

1. All vendors are required to accept cash for payment of goods sold. The [New Jersey Consumer Fraud Act](#) ("CFA") prohibits against the discrimination of cash-paying customers. All vendors must accept cash, and have cash on hand to make change for any cash-paying customer. Our market staff does not have cash to lend or give to vendors who do not bring their own change.
2. Vendors may also accept any other forms of payment including Credit Card, Venmo / PayPal, Apple Pay, Google Pay. We encourage all vendors to post their accepted payment methods prominently.

## Section 10. Permits

1. Vendors are responsible for securing their own permits from the City of Jersey City, and the Department of Health & Human Services.
2. Vendors are responsible for any additional permits that they are required to have by the State of New Jersey.

## Section 11. Product Labels

1. Product labels should include vendor name, product name, price, ingredients, and weight.
2. Vendors should note when products are "locally sourced," "locally grown," or "locally created" where appropriate. Local, as used in this section, shall mean within 200 miles of the Market area.

## Section 12. Insurance

Please make sure to list **"City of Jersey City"** and **"Farms in the Heights"** as **the additionally insured**, *not the Riverview Farmers Market*)

1. All vendors must submit a certificate demonstrating City of Jersey City and Farms in the Heights' listing as an additional insured on the vendor's general commercial liability insurance policy (minimum of \$1,000,000/ occurrence). It should be submitted with the application, or, at the latest, must be received prior to the start of Market season. It must be valid for the entire Market season.

The addresses & formal names to include under "additionally insured" are:

City of Jersey City, its officers and employees 280 Grove Street Jersey City, NJ 07302	Farms in the Heights P.O. Box 17039 Jersey City, NJ 07307
--	---

The Certificate of Insurance must be shared with the Market Manager in advance of a

vendor's first day at the market. All vendors, food & non-food vendors must have a valid Certificate of Insurance in order to vend.

2. All authorized vendors participating in the Riverview Farmers Market shall be individually and severally responsible to FITH for any and all damages that result from any vendor activity associated with the Riverview Farmers Market. Vendors shall also be individually and severally responsible to the aforementioned organization's board, officers, and members for any loss, personal injury, deaths, and/or any other damage that may occur as a result of the vendors' negligence or that of its representatives, servants, agents, and employees; and all vendors hereby agree to indemnify and save FITH and hold it harmless from any loss, cost, damages, and other expenses, including attorneys' fees, suffered or incurred by FITH by reason of the vendors' negligence or that of its servants, agents, and employees; provided that the vendors shall not be responsible nor required to indemnify FITH for negligence of FITH's representatives, servants, agents, and employees. Because no insurance is provided to participants in the Riverview Farmers Market, each vendor must carry his/her own product and/or general liability insurance as applicable and must be prepared to submit it upon request.
3. All vendors are required to have vehicle liability insurance for any vehicle used for business at the Market and must be prepared to present proof of insurance upon request.

### **Section 13. Set Up/Clean Up**

#### **1. Space Assignment:**

The Market Manager will assign spaces on or before any Market day. Vendor sales slots are assigned according to availability and retail considerations. Exact locations of vendor placement are subject to change, depending upon who is attending the market. If you would like a guaranteed space, you may have one by paying for the season in full, in advance. Otherwise, we cannot guarantee you the same spot every Sunday. If advance payment is not received for these preferred spots, the market manager reserves the right to give the spot away without any notice.

#### **2. Vendor Equipment & Layout:**

Riverview Farmers Market does not supply any vending equipment to our vendors. Vendors are required to provide all equipment they need to vend at our market, e.g. tables, chairs, tents, signage. Vendors also need to bring any equipment they will need for loading & unloading as well. The Market does not have any equipment for rent or borrow. Flame-retardant canopies and umbrellas are allowed.

All vendor equipment needs to fit within the allotted space for a given vendor, e.g. if a 12x12 space was secured, then equipment / layout should not exceed a 12x12 foot area. Where vendors are situated on the grass, tables should be placed as close to the curb as possible to avoid patrons having to step up onto the grass. Vendor layouts



should not obstruct our walkways. Vendors may display produce on tables facing the public, or in containers on the ground, but not loose on the ground. See further requirements on Tent Weights & Signage.

### **3. Tent Weight Requirements:**

Vendors who use canopies or umbrellas must secure them to the ground using anchors. Canopies and umbrellas must be secured at all times. Vendors must use a minimum of 100lbs for a 10ft tent. The vendor has sole responsibility for this and any resulting damages which occur as a result of failure to comply with this rule.

Market safety is our number one priority, and good practices must be habitual. Weather conditions will not be taken into consideration regarding these requirements.

Weights must be unloaded and appropriately positioned prior to erecting any tent structure. Tents must be immediately secured upon set up and must stay secured until the moment the tent is brought down. **A \$50 fine will be issued immediately, and tents removed, if weights are not out or tents are up and not secured.**

Weights should be evenly distributed. Weights should be secured to the canopy frame at the upper corners or from the center cross bar. Weights sitting on tent feet are not sufficient. Tent feet wear out and break, as do pushpins on telescoping tent legs. Sand bags wrapping tent legs are not sufficient; the bags must be secured to the upper canopy of the tent. No stretched bungees should be used to attach weights (elastic wears out and snapping bungees are extremely dangerous). Ratchet straps, camel buckle straps, strong ropes/cords or chains are good options. All equipment used to attach weights must be in good condition (no fraying). No weights should be suspended and swinging. Weights must be attached securely and should not pose a threat of tripping.

If a vehicle is used to secure one side of the tent, this can only account for half of the necessary weight, meaning for a 10ft tent, vendors need an additional 50 lbs on the front of the tent. Vendors may not rely on products for weight.

#### **Minimum weight requirements for tent set ups:**

One 10 ft tent (100 sq ft) 100 lbs  
Two 10 ft tents (200 sq ft) 180 lbs  
Three 10 ft tents (300 sq ft) 240 lbs  
Four 10 ft tents (400 sq ft) 300 lbs  
Five 10 ft tents (500 sq ft) 360 lbs  
Six 10 ft tents (600 sq ft) 420 lbs  
Seven 10 ft tents (700 sq ft) 480 lbs  
Eight 10 ft tents (800 sq ft) 540 lbs  
Nine 10 ft tents (900 sq ft ) 600 lbs  
Ten 10 ft tents (1000 sq ft) 660 lbs

### **4. Set Up**

a. Vendors should plan to arrive no later than 30 minutes before the Market begins (i.e. 9:30 AM). Multiple vendors will be using the paved paths in Riverview Park to drive in/out to unload. All vehicles must be removed from the park before 9:45AM. We ask our vendors to be mindful of the grass in Riverview Fisk park as it was recently re-seeded. Vendors should adjust their location slightly each week, so as not to set up in the exact same place twice. We also ask vendors to set up their tables *as close to the curb as possible* to avoid making patrons step up onto the grass to shop at their stands (both for ADA purposes and to protect the grass further).

b. Vendors should inform the Market Manager of expected lateness. Chronic late attendance/absences (more than 3 latenesses/absences) by a vendor shall result in an infraction and will qualify as a direct violation of the Rules of Regulations of the Riverview Farmers Market, thereby subjecting the vendor to sanctions, including, but not limited to, increased fees, suspension or removal from the Market. Providing the Market manager with notice of a lateness/absence shall excuse no more than 2 latenesses/absences. Vendors are responsible for their own set up and should ensure they have adequate staff to set up their selling area; they should not rely on others, except in an emergency.

## 5. Load Out

a. For the safety of our patrons and other vendors, no vendor will be allowed to drive into the park again to load out until market hours are over (i.e. until after 2PM). There will be **no driving within the park limits** between the hours of 10AM and 2PM on a Market Sunday. Should a vendor want to leave or load out before 2PM, they will need to break down their tent / equipment and then move said equipment to the external boundary of the park to load their vehicle via street parking.

## 6. Cleanup

- a. All vendors shall be responsible for the cleanliness of their selling areas.
- b. All vendors agree to keep the Market area free of debris generated by Market activity.
- c. All vendors shall clean up their areas at the end of each Market and dispose of trash using the garbage cans at Riverview Fisk Park, or take their garbage with them.

## 7. Damages

- a. Any damage caused by a vendor to the park (the grass, the curbs, the trees / plants/ landscaping, etc) will be billed to said vendor.
- b. Any damage caused by a vendor to another vendor's equipment will be required to be rectified before the damaging vendor is allowed to return to vend at the market.
- c. **No driving or parking on the grass of Riverview Fisk Park is allowed at any times.** Driving on the grass can damage the embedded sprinkler system, the landscaping, the curbs & more. Vendors who drive or park on the grass **more than one time** will be asked to leave the market for the remainder of the season. Paid monies will not be refunded.

## Section 14. Health & Safety

*The following regulations are based on the latest COVID-19 Operating Guidelines for Farmers' Markets, as dictated by the City of Jersey City's Department of Health & Human Services.*

1. Vendors staff who have been diagnosed with COVID-19 should self-isolate at home, consult their PCP, and inform the market managers for proper case investigation and contact tracing. Please refer to the [COVID-19 Guidelines laid out for Market Vendors](#) by JC HHS for further guidance.
2. Those who have been in close contact, coming within 6 feet for longer than 15 minutes, with someone who has tested positive for COVID-19 are not at risk if there are no symptoms, however, they must self-monitor for symptoms. If within these 10 days they develop any symptoms, they must stay home and consult their PCP for further guidance.
2. Staff must wash their hands or use hand sanitizer after handling any form of payment.
3. All vendor staff must wear protective gloves and replace them frequently or use hand sanitizer.
4. Each vendor must have their own hand washing station or hand sanitizer with at least 60% alcohol content.
5. All vendors must have an ample supply of cleaning products, gloves, and hand sanitizer.

## **Section 15. Signs/Displays**

1. Each vendor must display an identification sign each week. The sign should not exceed 4 feet by 8 feet. We ask that the signage be placed on the grass next to the vendor and out of the walkway so as not to obstruct our walkways.
2. If individual items are not priced, then displays must be clearly posted indicating the prices. No other displays will be allowed, unless permission is granted by the Board.
3. Farm & Food Vendors participating in the SNAP/EBT Token Program must display prominent signage indicating acceptance of SNAP/EBT Tokens and, where applicable, WIC/SFMNP Vouchers.
4. All food/farm vendors must post their health permit in a conspicuous manner.

## **Section 16. Beverages**

1. Vendors may submit an application to sell beverages that are not commercially bottled to the Market Manager, who will submit such applications to the Board. However, vendors will be permitted to sell water in an unaltered state without prior approval. Vendors must receive permission from the Board to sell any other beverages.
2. Alcoholic beverages are not allowed to be sold in public parks in Jersey City. In addition, Farmers Markets are prohibited from having alcoholic beverage vendors by Jersey City HHS (Health & Human Services).

## **Section 17. Vendor Meetings**

1. Vendors will meet briefly at the end of each market season month with a FITH representative. FITH may also use email communication as a substitute for in person meetings.
2. Vendor meetings will give vendors an opportunity to address any issues or concerns with the Market Manager and also provide the Market Manager and FITH an opportunity to communicate any concerns to Market vendors.

## **Section 18. Vendor Grievance Policy**

1. Vendors are required to conduct themselves professionally and courteously to all market attendees, fellow vendors, the Market Staff and the FITH Board. Additionally, all vendors are required to communicate any concerns or issues with other vendors, the Market Manager or FITH in a respectful and considerate manner. Should FITH determine, in its sole discretion, that a vendor is not acting in a manner commensurate with these expectations, it may result in a range of actions, up to and including the complete termination of status as a vendor at the Riverview Farmers Market.
2. Vendors are encouraged to raise concerns or issues with the Market Manager or the Board informally, but may also raise more serious concerns via the formal vendor grievance policy.

All vendors may send, via email, or other written communication, a formal written grievance with regard to any issue that the vendor wants to formally raise with the Market Manager and the Board with regard to the Rules/Regulations or other issues. The Vendor should cite the rule/ regulation which she believes has been violated.

All formal grievances should be sent via email to **both** the Market Manager and the FITH Board email ([riverviewmarketmanager@gmail.com](mailto:riverviewmarketmanager@gmail.com) and [info@riverviewfarmersmarket.org](mailto:info@riverviewfarmersmarket.org)).

Unless an emergency issue is raised, the Board will address the grievance within two weeks or at its next scheduled board meeting, whichever is sooner, and the vendor shall receive a decision on the grievance. Should the vendor be unhappy with the decision issued by the Board, the vendor may request to appear, via telephone or otherwise, at the next FITH Board Meeting to express disagreement. The Board may thereafter amend its decision or leave its prior decision unaltered.

## **Section 19. Jersey City Plastic Bag Ban**

**Plastic Bag Ban:** As of June 28, 2019, the City of Jersey City officially banned all single-use plastic bags. The Jersey City ban applies to all single-use plastic carry-out bags less than 2.25 mils thick, including “biodegradable” and “compostable” plastic bags. The ban also applies to non-recyclable paper bags.

The thin produce-carrying, meat and fish-wrapping plastic bags are still permitted as well as recyclable paper bags made of at least 40% post-consumer recycled content. For more information on the JC plastic bag ban, visit:

<http://www.jcmakeitgreen.org/bag-ban>

## **Section 20. Cannabis Products**

The Sale of Cannabis Products is not permitted in Jersey City Public Parks, this includes both TCH and CBD products.