



2025 Waterfront Farmers Market VENDOR GUIDELINES

OUR MISSION Under the guidance of the Gig Harbor Waterfront Alliance, the Waterfront Farmers Market, held at Skansie Brothers Park, strives to provide access for all citizens to fresh, local, sustainable food and food products in an atmosphere that promotes community and economic vitality while supporting our region's farmers and producers.

FOOD-CENTRIC MARKET The Waterfront Farmers Market is a food-centric market. We endeavor to present at each market a vendor ratio of 85% farms and food products, with the remaining 15% composed of a combination of artisans and crafters, Volunteer Organization of the Week, Sponsors, activities, and community groups.

MAIN STREET® The Waterfront Farmers Market is brought to you by the Gig Harbor Waterfront Alliance, a Washington State and Nationally Accredited Main Street® Program. The mission of the Alliance is "An Active Waterfront for All," achieved by promoting economic vitality and creating a thriving waterfront community that attracts diverse businesses and people through collaboration, outreach, and activities. Priority at the market will be awarded to Gig Harbor Main Street businesses.

Washington State Farmers Market Assoc. (WSFMA)

As a member of the WSFMA, we abide by the regulations set forth in the WSFMA "Roots Guidelines". www.wafarmersmarkets.org/wsfma-rootsmemberguidelines. In some cases, our rules and expectations may be more rigorous than those of the WSFMA. To maintain the authenticity and integrity of the Waterfront Farmers Market, we expect vendors to follow Market rules and regulations, not misrepresent their products, and follow all directives of Market staff.

Review all requirements carefully before completing and signing the application.

Clare Dunis | Waterfront Farmers Market Manager

marketmanager@ghdwa.org | O: 253-514-0071 | C: 801-940-3945

Office: Gig Harbor Waterfront Alliance 3311 Harborview Drive Gig Harbor, WA 98332

Mail: Waterfront Farmers Market P.O. Box 771 Gig Harbor, WA 98335

TABLE OF CONTENTS

VENDOR SELECTION	3
VENDOR LICENSES & INSURANCE	3
VENDOR CONDUCT	3
PRODUCTS:	4
2025 FEES & PAYMENT	7
BOOTHS & SELLING SPACE	7
ARRIVAL: LOADING AND BOOTH LOCATION	8
DEPARTURE	10
ATTENDANCE	10
GENERAL SAFETY	11
INDEMNITY	13

VENDOR SELECTION

- Vendors for the Waterfront Farmers Market are selected annually by the Market Manager.
- As a part of Main Street®, the Market will give vendor priority to businesses located within the Gig Harbor waterfront Main Street district.
- Agricultural products will be given priority in selection, space, and location assignment over other product categories.
- Vendors selling non-agricultural products may be placed on a rotating schedule or on a waitlist to maintain agricultural balance in the Market.
- Selection will be based on quality and uniqueness of product and compatibility with the Market mix.
- No vendor will have guaranteed return rights to the Market from week to week or season to season. However, returning vendors *may* be given priority placement.
- The Market does not offer exclusive rights to vendors to sell any one product. Market customers benefit from having a choice. However, if the Market Manager believes the number of vendors offering the same or similar products is excessive, duplicate products may be denied entry or granted limited participation.
- Community groups - a limited number of booths may be available should market vendor ratio and capacity allow

VENDOR LICENSES & INSURANCE

- It is the sole responsibility of the vendor to be knowledgeable of and submit copies of all required licenses. Submit licenses online with your application or via email to marketmanager@ghdwa.org.
- All vendors are required to submit proof of insurance naming the Gig Harbor Waterfront Alliance as secondarily insured. Submit either online with your application or via email to marketmanager@ghdwa.org.
 - All vendors are required by law to have a Washington State UBI Number and must supply this tax number when application is made to sell at the Market.

VENDOR CONDUCT

Vendors will:

- Act professionally at all times towards customers, market staff and volunteers, and other vendors.
- Interact and conduct business with the public and fellow vendors in an ethical, courteous and appropriate manner.
- Be suitably and respectfully dressed.
- Provide their own canopies, tables, signage, selling equipment, and any display materials desired for their booth.

- Display their products neatly and attractively, with consideration for other vendors and customers.
- Contain their product, displays, and signage within their given 10' x 10' space, unless such encroachments are approved by the Market Manager.
- Respect all selling spaces and common areas.

Should a complaint or problem arise:

- The issue should be directed to the Market Manager in a manner that is not disruptive to the market.
- Specific to social media, the issue should be directed to the Market Manager or Alliance Staff in a timely manner. Any vendor replies to comments or posts regarding the Waterfront Farmers Market should be done so in a non-confrontational manner and with respectful language. Vendor understands that comments deemed inappropriate by the Market staff may be removed or hidden.

Vendors may not:

- Promote, campaign or disseminate information that is deemed as inappropriate or is political or religious in nature.
- Consume, sample, or distribute alcohol, tobacco, vape, or controlled substances at the Market.
- Smoking and vaping are prohibited per city code at Skansie Brothers Park, the Welcome Plaza, and Jerisich Dock.
- Discriminate in any way on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status.

PRODUCTS:

NO RESELLING: A reseller is a business or person who purchases products that they have not planted, grown, harvested, assembled, or created with the intent to sell. **All products at the Market must be sold directly by the farmer, grower, producer, artisan, crafter or a designated family member, or designated employee.**

- **FARMER/PRODUCER:** A business or person who plants, grows, and harvests a product with the intent to sell. Produce reselling is not allowed.
 - a. Farmers must have adequate signage that identifies their farm and where it is located in Washington State.
 - b. Farmers must display truthful and non-misleading signage including item name and price for all products.
 - c. Subject to availability, the Market will make an additional 10x10 booth space available to produce farmers at no additional cost. Please indicate your interest directly with the Market Manager who will assign and confirm availability.

- **PROCESSOR:** A business or person who provides value added products, through hands-on processing of fresh food products such as smoked meat or fish, cheese, baked goods, preserves, wine, etc.
 - a. Processors shall submit, maintain, and possess with them each Market Day, all required national, state, county, and local Health Department permits including mandatory Tacoma Pierce County Health Department (TPCHD) permits for operation specifically at the Waterfront Farmers Market.
 - b. Processors must meet all federal, state, county and local health department requirements.
- **PREPARED FOOD VENDORS (Concessionaires):** A business or person who offers freshly made foods, available for sale and immediate consumption on-site at the Market.
 - a. Prepared Food vendors shall submit, maintain, and possess with them each Market Day, all required national, state, county, and local Health Department permits, including mandatory Tacoma Pierce County Health Department permits for operation specifically at the Waterfront Farmers Market.
 - b. A limited number of qualified food vendors will be approved by the Market Manager. Selection by the Market Manager will be based on quality of product and ingredients, space availability, and compatibility with the existing market mix.
 - c. Food vendors must commit to a specific menu each week which is communicated to and approved by the Market Manager prior to the Market Day.
 - d. Prepared food vendors must meet all federal, state, county and local health department requirements.
 - e. No generators are permissible at the market.**
 - f. There may be limited space for food trucks on a paved surface with limited access to electricity. Please consult with the Market Manager in advance if you intend to utilize a food truck/vehicle which is not permissible on the grass space at Skansie Brothers Park.
 - g. Vendors may be asked to provide samples of their product to the Market staff prior to selection as part of the vendor selection/vetting process.
- **ADDITIONAL CRITERIA FOR FARM, PROCESSOR, PREPARED FOOD VENDORS:**
 - a. **CERTIFIED ORGANIC:** Use of the term “certified organic” is permitted only if a vendor is certified organic by the United States Department of Agriculture (USDA). This certification must be on file with the Market Manager.

- b. SEAFOOD: Seafood must originate from and be processed in the greater Pacific Northwest; Washington, Oregon, Alaska and British Columbia.
- c. FOOD SAMPLING: Sampling of any product at the Market requires specific TPCHD sampling permits.
- d. ALCOHOLIC BEVERAGES: Alcoholic beverages must be made entirely from ingredients grown and/or processed in Washington, or from grapes grown in a recognized Washington appellation. Additives required for processing which cannot be produced in the State of Washington may not amount to more than 5% of the total volume of the beverage.
 - Only closed bottle selling of alcohol is permitted.
 - Sampling or consumption of alcohol and alcoholic beverages or products is NOT PERMITTED at the Waterfront Farmers Market per GHMC 9.04.010
- e. INSPECTION: At any time, the Market Manager and/or staff, TPCHD, or any other Market governing agency may inspect the product.

ARTISAN/CRAFTER: As capacity allows and based on maintaining a >85% Farm & Food centric market, space will be made available for handcrafted Artisans and Makers. No reselling is permitted at the Market. Artisans/Crafters must display truthful and non-misleading signage with clear item pricing.

COMMUNITY GROUPS

- Should capacity allow, the Waterfront Alliance may consider the following types of groups or organizations for a Community booth in order of relevance;
 - a. Group Volunteer of the Week - provided with a booth space on the Market day served
 - b. Organizations with Market relevance that directly offer a service at the Market (specifically groups directly involved in supporting the local food and agriculture system, such as Master Gardener & Composting programs, Educational institutions with culinary or agricultural programs, Organizations with a clear connection to aspects of the Market's mission that may include environmental conservation, food access or healthy eating initiatives)
 - c. Waterfront District organizations focused on promoting the waterfront area, its history or diverse ecosystem, and provide an immediate service or experience opportunity to Market guests
 - d. Non-Profit Organizations offering a direct service to market attendees may be considered for ONE market event date per season and;
 - Must be a registered non-profit organization providing a direct service to the Gig Harbor and surrounding community

- The organization's mission should align with the values of the Waterfront Farmers Market, such as promoting local food systems, sustainability and community well-being
- The Market does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations.

2025 FEES & PAYMENT

2025 FEES:

- Our fee structure is tiered, based on your sales performance at each market:
 - Sales equaling \$99 or less = \$35
 - Sales equaling \$100 - \$499 = \$45
 - Sales equaling \$500 - \$999 = \$55
 - Sales equaling \$1000 - \$1999 = \$65
 - Sales equaling >\$2000 = \$75
 - Additional 10'x10' = \$30/space

**Notes about additional 10x10 space are outlined in the next section "Booths & Selling Space"*

PAYMENT

- Market staff will distribute blue banking envelopes and daily tally sheets to each vendor during the course of the market.
- AFTER the close of the Market, complete and sign the daily tally sheet.
- Enclose the daily tally sheet along with your payment in the blue banking bag and return the bag to the Market staff at the info booth.
- Payments will not be accepted before closing.
- Weekly fees may still be assessed if the Market must close early due to weather and other safety factors.

CANCELLATION POLICY AND FEES

Due to high demand for vendor space, cancellations after 1:00pm on the Monday before Market Day will result in a cancellation fee of \$65.

BOOTHS & SELLING SPACE

- Allotted spaces are 10' x 10'.
- Space assignments may vary week to week and are not transferable.
- Vendor space assignments are made at the Market Manager's discretion, taking into consideration product mix, customer flow, special promotions, and vendor seniority.
- Agricultural products have priority at the Market.
 - Other vendors may be asked to relocate to an alternate location during the season, to accommodate seasonal produce vendors, or when the

Market Manager feels the product mix requires a change for the overall good of the Market.

- Specific space location requests will be accommodated when possible but are not guaranteed.
- Sharing your space with another vendor is not permitted.
- Double spaces / Additional 10 x 10 spaces:
 - must be adjoining and serve as extension of your booth and pre-approved products.
 - require approval of the Market Manager prior to the Market Day. Booth placement and Market layout is based on many factors and is decided well ahead of Market Day. A request for additional space may be denied if made after the layout has been finalized.
 - Additional 10' x 10' spaces = \$30/day/space.
- Vendors provide their own canopies, tables, signage, selling equipment, and any display materials desired for their booth.

CANOPY SAFETY

- Each 10x10 canopy requires appropriate weights: four x 24lbs weights, securely fastened to each canopy leg). NO EXCEPTIONS.
- All canopies are required by law to be flame retardant and contain the manufacturers label stating that it is flame retardant.
- All vendors (including during set-up and tear-down), are required to have their canopies sufficiently and safely weighted from the time their canopy is put up to the time it is taken down.
- Vendors without proper canopy weights will not be able to set up or sell at the Market until in compliance with the weight requirement.
- All products, displays, signage, etc. must be contained within your assigned space. Encroachment into other booths or common areas is not permitted unless pre-approved by the Market Manager.
 - Vendors who have signage that does not comply with Gig Harbor city signage codes or agricultural standards will be asked to remove non-compliant signs.
- Selling spaces must be deemed by the Market Manager and staff as safe, clean, and professional in appearance. Please inquire with the Market Manager if you would like information on how to best present your booth.
- Booths shall be staffed at all times during regular Market hours.
- If a restroom or water break is needed, please notify Market staff and we will supply coverage for your booth.

ARRIVAL: LOADING AND BOOTH LOCATION

- The 2025 Market hours are Thursdays, May 22nd – August 28th, 1pm – 6pm.
- Arrival and setup time is 10:00am - 12:30pm.

- Set-up must be completed by 12:45pm with the vendor and booth ready for selling by 1:00pm opening.
- *No selling before 1:00pm per WSFMA regulations.
- Due to safety reasons, vendors arriving after 12:30pm may not be permitted to set up and may forfeit their booth space for that Market day.
- If desired, arrange an earlier arrival with the Market Manager prior to market day.
- If running late, please contact the Market Manager directly to clarify your loading timeline (801-940-3945.)
- Your booth assignment and market map will be distributed to you prior to the Market day(s) you are scheduled to be in attendance. Booth locations are subject to change right up until the market start time.
- The layout of the Market is subject to change each week as the Market expands and contracts with the season and readjusts to changing product mix and number of vendors.
- **Unloading/ Loading Zone**
 - As the loading zone is extremely limited in space, **you must completely unload supplies then move your vehicle to the designated vendor parking area before transporting your items to your booth space.**
 - Upon arrival, pull your vehicle into the designated vendor loading/unloading area along the curb in front of Skansie Brothers Park and proceed to unload immediately and completely. How it works:
 - Pull into the loading zone on Harborview Dr.
 - Unload supplies onto sidewalk (with volunteer support)
 - Park your vehicle and take the shuttle back to the market location
 - Transport supplies to booth space (with volunteer support)
 - Begin booth set up once supplies are cleared from sidewalk/loading zone.
 - At no time are vehicles or trailers allowed on the grass or Welcome Plaza.
 - When unloading, be mindful of sidewalk pedestrians and street traffic.
- **Loading Zone Volunteers:**
 - The Market will provide volunteers (when available) to assist vendors with the unloading process.
 - Volunteers are to help with unloading but are not available for help with booth set-up or preparation.
 - Volunteers will **not** be available to assist vendors arriving after 12:30pm.
 - The availability of volunteers is **not guaranteed**. Please be respectful to volunteers as they are generously donating their time and are there to assist all vendors.
- **Offsite Vendor Parking & Shuttle**

- Do not park along Harborview Drive (this is where your customers will want to park!) or in private parking lots.
- Vendor vehicles are not permitted in the loading-unloading zone during market hours as this area is reserved for other services during market day.
- The WFM will provide designated off-site parking options for all vendors, with a shuttle available to take you back to the Market. Note that the parking lots surrounding Skansie Brothers Park are private. This includes Pleasure Craft Marina, Harborview Mall, and the Java & Clay/Maritime Inn parking lots.
- The shuttle ends promptly at 12:30pm and resumes again after the Market closes.

DEPARTURE

- **No early tear down.** Tear-down cannot begin until Market closes at 6:00pm
 - If you are sold out of products, you may put up signage at your booth to indicate so - OR - remain at your booth to continue to provide customers with information and encourage them to return to the Market in the future to purchase your product.
- Vendor vehicles are not permitted in the loading-unloading zone until your teardown process is complete. Tear Down & Load Out - How it works:
 - Pack your items and make them ready for loading into your vehicle.
 - Place your completed **daily tally sheet** and your payment in the blue banking bag and return it to the Market Info Booth. Payments will not be accepted before 6:00pm.
 - Vendors are responsible for the **removal of all trash, including cardboard and boxes** and must return the area to its original condition. No event dumpster is available for your use on site. All trash and cardboard must be packed out with you.
 - Once all booth materials are packed down and canopy collapsed, move supplies to the sidewalk and use the shuttle to retrieve your vehicle.
 - **The shuttle will resume at 6:00pm.**
 - Retrieve your vehicle and pull into the designated vendor loading area. Please be patient. There may be a wait for a space for your vehicle in the designated loading spots in front of Skansie Brothers Park.
 - Market staff and/or volunteers will direct vendor traffic during the load out process and will do their best to ensure a safe and timely process for all vendors.

ATTENDANCE

- Attendance on your scheduled dates is expected.
- Booths will be staffed at all times during regular Market hours.

- The Market will remain open during published scheduled times (rain or shine!)
 - Exceptions will be determined by the Market Manager and may include the presence of lightning, wind, or poor air-quality.
- Cancellations greater than 72 hours prior to Market Day (before 1pm Monday)
 - Contact the Market Manager via email marketmanager@ghdwa.org, with the date you are canceling your space.
- Cancellations less than 72 hours prior to Market Day (after 1pm Monday)
 - Call the Market Manager's cell number directly (this contact information will be made available to all scheduled vendors via email once confirmed).
 - If unable to contact Market Manager directly, call the Gig Harbor Waterfront Alliance at 253-514-0071 and leave a message if no answer.
 - Due to high demand for vendor space, vendor cancellations *after* 1:00pm on the Monday before Market Day will result in a cancellation fee of \$65.

GENERAL SAFETY

- All safety questions or concerns should be brought immediately to the Market Manager or staff.
- The Waterfront Alliance and Waterfront Farmers Market are not responsible for any loss or damage of product or supplies incurred by vendors.
- A certificate of insurance naming The Waterfront Alliance as an additional insured is required for all vendors regardless of product.
- At no time, including set-up and tear-down, shall vehicles or trailers be permitted on the grass, sidewalks, or Welcome Plaza courtyard in Skansie Brothers Park.
- Vendors are not permitted to have pets or other live animals at the Market.
- **Heating, Cooking and Electricity**
 - Vendors requiring electricity or any other fuel source must note this on their Vendor Application, the Market Manager may contact you to understand what specific equipment you plan to use.
 - Vendors using canned gas or requiring an open flame must possess an open flame permit and must provide the permit along with their application when applying to the Waterfront Farmers Market. It is advisable to contact the Gig Harbor Fire Marshall at 253-853-7632 to verify if an open flame permit is required.
 - It is the vendor's responsibility to have with them on site, the required level of fire extinguisher needed for your specific booth and mandatory for prepared food vendors.
 - Sterno devices are not allowed.
 - When using an approved barbecue or grill, you must separate or rope off the equipment from the public with at least a four-foot barrier.

Contact the Gig Harbor Fire Marshal at 253-853-7632 for these regulations.

- Cooking under a canopy is not allowed.
- Cooking of any kind is not permitted under or within 10' of the Rotary Pavilion or Skansie House per the Gig Harbor Fire Marshal.

FOOD SAFETY

This section includes details about food safety requirements. Note, this list is not inclusive of every Tacoma–Pierce County Health Department (TPCHD) or USDA requirement. For further regulations or clarification on whether the food rules are applicable to your booth, contact the Tacoma Pierce County Health Department (TPCHD) at info@tpchd.org or (253) 798-6500. The Gig Harbor Waterfront Alliance and Waterfront Farmers Market are not responsible for any fines or other charges incurred by the vendor.

- All vendors will be monitored and upheld to the food safety standards and requirements of the USDA, WSDA, Tacoma Pierce County Health Department (TPCHD), the Waterfront Farmers Market and any other applicable permitting agency or authority.
- It is the sole responsibility of the vendor to be informed and in compliance with all permitting and safety regulations.
- All food vendors must be an approved vendor at Waterfront Farmers Market **before** applying for your vending permits with TPCHD.
 - Once approved for vending at the WFM, your name and your business name are submitted to our TPCHD Approved Vendor list.
 - Once a vendor receives their TPCHD permit, it must be submitted to the Market Manager before a vendor is allowed to vend at the Market.
 - Even if your product is produced outside of Pierce County, you still need Tacoma Pierce County Health Department permits.
 - A re-inspection fee may be instituted by TPCHD if you do not meet sanitation requirements.
- At least one person at your booth must have a valid Washington State Food Worker Card in their possession at the Market.
 - Copies of all food working cards need to be submitted to the Market Manager before vending at the Market.
 - Handwashing Stations meeting TPCHD standards are required at all booths with open food, including vendors supplying samples.
 - Vendors are required to employ proper use of gloves, tongs, deli-tissue or utensils and must follow all food safety guidelines during market.

Food Preparation and Signage Requirements:

- All processed food pre-preparation of food prepared on site, must be done in a kitchen that is approved by the Tacoma-Pierce County Health Department.
- All fruits and vegetables to be sold for on-site consumption at the Market must be pre-cut or washed in a TPCHD approved kitchen.

- Food prepared at home is not allowed unless you possess a Cottage License.
- If selling unwashed fruits and vegetables not intended for on-site consumption, vendors must ensure appropriate signage at their booth.
- A consumer advisory is required any time undercooked or raw eggs, meat, fish or shellfish are offered.

INDEMNITY

Hold Harmless Clause

1. Vendor will indemnify and hold harmless the Gig Harbor Waterfront Alliance (GHWA) and its respective directors, employees, and agents for all claims, actions, judgments, losses, costs, attorney fees, and damages whatsoever ("Claims"), including Claims arising by reason of accident, injury, or death caused to persons or property of any kind, arising out of, in connection with, or incident to Vendor's participation in the Market arising out of the setup, sale, or supply of any products presented at the Market by Vendor, or the acts or omission of Vendor or any of its employees or agents, except those Claims caused solely and directly by the negligence of the GHWA.
2. Vendor agrees to, and hereby assumes, all liabilities and responsibilities, financial and otherwise, for Vendor's participation in and with the Market. In consideration of the services rendered by the GHWA, Vendor waives any and all claims, actions, or demands of any nature, foreseen or unforeseen, that Vendor may have against the GHWA. This Agreement is personal to Vendor and Vendor may not assign this agreement or any of its rights or obligations, in part or in full. Any such assignment by Vendor will be null and void.
3. The validity, interpretation, and performance of this Agreement shall be governed by the laws of Washington, without regard to conflicts of laws principles.
4. Any proceeding to enforce this Agreement or enjoin its breach is to be brought against any of the parties in a court located in Pierce County, Washington, and each of the parties consents to the jurisdiction of such court (and of the appropriate appellate court) in any such action or proceeding and waives any objection to such venue.
5. In the event of any litigation or other proceeding arising hereunder or between the parties, the prevailing party shall be entitled to recover attorney fees and other costs, including costs of appeal. For purposes of this agreement, "prevailing party" means the party that prevails (whether affirmatively or by means of a successful defense) with respect to claims having the greatest value or importance as reasonably determined by the arbitrator or court.