



## Keller Market House Producer Information

Thank you for your interest in becoming one of our producers! We are a unique, non profit community market, and people like you help to make the Keller Market House a success.

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### APPLICATION INSTRUCTIONS

1. Carefully read all Rules & Guidelines. All producers must abide by these rules to participate in the market.
2. Confirm that your product is compliant with all market guidelines. Ensure that you have all relevant licensing, permits and certifications necessary for the products you wish to sell.
3. Identify which category or categories your products fall under.
4. Fill out all relevant and required sections of the application.
5. Submit your application by email, mail or in person to the market house.
6. Once you have submitted your application, we will review it, request any additional information and notify you of your acceptance status in a timely manner.
7. Upon acceptance, provide copies of all relevant documents and required financial forms to market management.
8. Schedule a time to meet with us to start stocking.

Please note: Our organization also operates the Lancaster Farmers Market, with a separate set of Guidelines and Application. Visit [www.LancasterOhFarmersMarket.org](http://www.LancasterOhFarmersMarket.org) for details.

### CONTACT INFORMATION

Questions and completed application may be directed to:

Erin Harvey  
Market Manager

manager@kellermarkethouse.com  
740-277-6305



## Keller Market House Guidelines

*Keller Market House is operated by Lancaster Fresh Market, Inc, a 501(c)(3) non profit organization. The mission of Lancaster Fresh Market, Inc. is to champion the production and accessibility of local foods and products for the enrichment of our community.*

Anyone interested in selling through the Lancaster Fresh Market, Inc, DBA Keller Market House (hereafter KMH) should read and understand these guidelines, rules and procedures prior to applying. If your product does not meet our guidelines, but you feel it still supports the mission of KMH, you may petition market management for a waiver. These requests will be reviewed and decided on a case by case basis.

The Lancaster Fresh Market, Inc. board and market management reserve the right to review these guidelines, rules and procedures on a regular basis and to make changes as needed. Revisions will be announced and made available to all producers. Producers are expected to remain current with any revised guidelines, rules and procedures. Market management reserves the right to make exceptions to these guidelines, rules and procedures at its discretion.

Acceptance of new producers and products is dependent on the needs of the market and is at the discretion of market management. Management strives to maintain an ever-evolving healthy balance and diversity of products.

### **GENERAL PRODUCER GUIDELINES**

#### **Local**

Producers must be located in Ohio. Priority may be given based on proximity to KMH.

#### **Producer Only**

Reselling is prohibited. Producers may only sell products they themselves have grown, prepared or processed.

#### **Compliance with Health, Safety and Related Laws**

All products must comply with federal, state and local regulations, licensing and labeling requirements. Producers are expected to research the rules and regulations governing the production, distribution, display, sampling and sale of their products. Producers must provide market management with up-to-date copies of relevant certifications, permits and licenses.

#### **Transparency**

Producers must provide KMH with an accurate description of production practices. If changes in production practice or location occur, producers must submit a written statement detailing these changes. Producers wishing to use the term “organic” must submit a copy of their organic certification.

## **PRODUCT GUIDELINES**

### **Produce**

- Proper post-harvest handling of all produce delivered to KMH is the producer's responsibility to ensure quality, cleanliness and food safety.
- Sustainable, organic and chemical free practices are encouraged.

### **Animal Products**

- Meat must be raised in Ohio and processed in a State of Ohio or USDA inspected facility.
- Products from concentrated animal feeding operations (CAFO) as defined by the Ohio Department of Agriculture and products from animals treated with growth hormones may not be sold through KMH.
- Animal products from pasture-raised animals will be given preference.
- All meat products must be labeled with net weight and producer's name. If labeled with processor's name, packages must also contain producer's name.

### **Value-Added**

- Value must be added to processed food products by the producer; simple repackaging of ingredients is not adding value.
- The use of commercial mixes or prepackaged foods as ingredients is discouraged. "Made from scratch" products prepared from basic, raw ingredients will be given preference.
- The use of highly processed ingredients such as high fructose corn syrup, hydrogenated oils, artificial flavors/colors/preservatives and MSG is discouraged. Products that do not include these ingredients will be given preference.
- The use of locally sourced ingredients is encouraged.
- All perishable value added goods must contain a product date.

### **Non Food Agricultural**

- This category includes items that a producer has grown or produced that are not edible, and items that are handcrafted or processed using such materials that the producer has grown or produced themselves.
- Similar products in which the producer purchases all component materials are considered "artisan."

### **Wildcrafted and Foraged**

- These should be obtained in a legal, responsible and sustainable manner that does not deplete or endanger the species that is collected.
- No wild mushrooms may be sold through the market.

### **Nursery Products**

- Live plant material sold through KMH must be propagated from seed, cutting, bulbs, plugs or divisions by the producer.
- It is ultimately the producer's responsibility to water and maintain the quality of their live plant material sold at KMH.

### **Personal & Body Care**

- Personal care items made from natural ingredients will be given preference.

## **Artisan**

- Artisan products must be handmade crafts or original works of art created by the producer.
- Preference will be given to works incorporating agricultural products, natural materials and reclaimed/recycled/upcycled components.
- KMH will not accept crafts made from kits or that appear as such, or that are made from mass-produced components.
- Artisan applicants must submit at least three pictures representative of their work with their application for our artisan jury. An active website or social media account displaying such pictures is also acceptable.

## **Workshops**

- Producers may conduct classes, workshops, demonstrations or events for which a fee is collected at KMH, in which KMH provides the space, registration and basic marketing to its usual channels. These events are planned in coordination with market management and based on demand and availability of the event space.
- Events which are free to participants or in which the organizer pays a flat rate for space rental may also occur at the discretion of market management.

## **Use of Space for Distribution**

- With prior approval, producers may use KMH as a drop off location or distribution point for their products. It is the responsibility of the producer to ensure that they are meeting all federal, state and local regulations regarding the sale of their products.
- Producers must handle all marketing, customer communications and payments themselves and are solely responsible to resolve all issues and conflicts that may arise.

## **PRODUCT PRIORITIZATION**

Market retail space is limited. The amount of space given to each producer is at the discretion of market management and will be based on overall product mix and to provide the best experience for our customers.

Market management may objectively assign stocking priority based on the following criteria:

1. Seniority (years as a KMH producer)
2. Geographical proximity
3. Local content of processed or value-added products
4. Sustainable practices, including but not limited to: small-scale family operation, limited use of chemical inputs, use of pasture production
5. Successful relationship with KMH, including but not limited to: consistency, quality of product, sales history
6. Food may take priority over non-food products.

KMH does not offer exclusive rights to any one producer to sell any one product. However, market management may limit the entry of duplicate or similar products to maintain a healthy balance and diversity of products.

## PRODUCT CATEGORIES AND CONSIGNMENT RATES

RATE	CATEGORY	EXAMPLES
C1	Fresh Produce	Fruits, Vegetables, Herbs, Mushrooms
C1	Wildcrafted/Foraged	Berries, Wild Edibles, Wildflowers
C1	Value Added Perishable (Shelf life < 1 week)	Baked Goods, Pet Treats
C1	Nursery Perishable	Cut Flowers, Fresh Wreaths, Live Plants
C2	Animal Products (Refrigerated or Frozen)	Meat, Dairy, Eggs
C2	Value Added Shelf Stable Dry Goods	Coffee, Tea, Flours, Grains, Dried Pasta, Crackers, Chips, Snacks, Cereals, Dried Beans, Popcorn
C2	Value Added Shelf Stable Canned Goods	Preserves, Sauces, Salsas, Pickles, Condiments
C2	Value Added Shelf Stable Honey & Syrups	Honey, Maple Syrup
C2	Value Added Shelf Stable Candy	Candy, Chocolate, Fudge, Brittle, Bark
C2	Value Added Shelf Stable Dried Herbs, Spices & Seasonings	Herb Blends, Chili Powder, Flavored Salts
C2	Value Added Shelf Stable Meat Products	Jerky, Beef Sticks
C2	Value Added Beverages	Juice, Tea, Kombucha
C2	Value Added Refrigerated	Pickles, Ferments, Hummus, 'Time/Temperature Control for Safety' Baked Goods e.g. Cheesecake
C2	Value Added Frozen	Veggie Burgers, Noodles, Hummus, Pierogi
C2	Non Food Agricultural	Animal Feed, Decorations, Dried Flowers, Beeswax Candles
C2	Nursery Non Perishable	Seeds, Soil Mixes & Amendments
C2	Personal & Body Care	Soap, Lotion, Salve, Lip Balm, etc
C3	Artisan	Pottery, Woodworking, Glass, Metal, Jewelry, Clothing, Candles, Paper, Leather, Artwork, etc
C3	Workshops	
C4	Use of Space for Distribution	



# Keller Market House Rules & Procedures

## PAYMENTS AND FEES

Producers place products at KMH on a consignment basis. KMH will retain a percentage of all consignment sales to cover our operating costs.

KMH will retain the following Consignment Rates:

C1 - 20%

C2 - 27%

C3 - 30%

C4 - 5%

All producers are required to set the retail price of their product(s) being sold at KMH. Producers will be paid for the items sold, minus the appropriate consignment fees, on a monthly basis. Producers will be paid by the 20th of each month for the previous month's sales. Payment is by direct deposit.

KMH will collect and pay the sales tax on all taxable items. The tax amount will be automatically added at the point of sale. The producer does not need to include this amount in the selling price.

Producers are encouraged but not required to join our Friends of the Market annual membership program. For more information and membership levels, visit [www.kellermarkethouse.org/member](http://www.kellermarkethouse.org/member).

## INVENTORY

KMH works to track and protect all products while they are in the market. However, products are left in the market at the producer's own risk. KMH is not responsible for any lost or damaged product, and producers wishing to track inventory should retain their own records. Discrepancies in inventory may be taken up with market management and will be handled on a case by case basis.

Producers are required to submit a completed inventory form to KMH each time they add or remove product from the market. These forms are used to enter product data into the point of sale system. Inventory adjustment forms are provided, or producers may use their own form of documentation as long as it clearly and accurately displays: vendor business name, KMH vendor number, date, product inventory names, adjustment quantities and retail pricing.

Any products new to KMH not on your original application must be approved by market management.

## **STOCKING AND DELIVERY**

Producers are expected to provide KMH with inventory on a regular schedule or on an as needed basis, as determined to be appropriate for their product(s). KMH reserves the right to refuse or remove any product at any time.

Producers are able to deliver product at any time during KMH open business hours. Delivery and stocking systems are in place that encourage producers to be as self sufficient as possible. However, some products may require staff attention before stocking. Customers take priority; if delivering during a busy retail time, producers may expect to wait for assistance or leave inventory that requires staff attention in the stocking area until it may be addressed. First-time producers or producers needing special assistance should schedule an appointment with market management.

Producers may leave additional products at the market for staff to restock, with approval from market management. All products should be properly labeled and stored in the overstock area or appropriate cooler space.

## **PRODUCT LABELING AND PACKAGING**

Producers are responsible for providing product labels and packaging that meet all local, state and federal regulations.

KMH tracks inventory and sales through our point of sale software. To ensure that producers are paid for their sales, each item must also be properly labeled with a barcode. If an item does not already have a UPC barcode, our software provides a barcode label for each unique inventory item.

Before an item goes onto display, the producer is responsible for ensuring that the product is properly labeled, displays a barcode, and its information is current in the KMH inventory system by notifying staff of any new items or changes in price.

Some products are not able to be individually barcoded, such as certain produce items, frozen meats or very small items. Please discuss these items with staff on a case by case basis so that other measures may be taken to ensure they are rung up properly.

Items that have not been properly labeled, barcoded and/or updated will be removed from display.

KMH encourages producers to use inventory units that may be easily tracked at the register, such as individually or by weight when appropriate. KMH provides bags and scales for items to be sold in bulk by weight.

Perishable items (other than fresh produce) must be marked with a product date. The date must be qualified with language such as “baked on” or “best by” or the producer shall detail their dating system in their application.

## **DISPLAYS**

Retail space at KMH is shared and displays are dynamic and seasonal. Some shared shelving and displays are provided by KMH. Amount of display shelf or designated display areas are not guaranteed and may be expected to fluctuate. Market management will work with each producer to determine how their product will be displayed.

Producers may provide their own displays, shelving, props and signage as appropriate, with prior approval of market management. If a producer chooses to provide their own display items, they must be clearly labeled with business name.

KMH reserves the right to remove displays provided by producers at any time. Producers will be notified of a deadline to retrieve their personal property. If not retrieved within a reasonable amount of time, property may be discarded.

## **QUALITY CONTROL**

KMH strives to maintain fresh, appealing products for the customer. Any unsuitable, spoiled, expired or damaged product will be removed from the market and disposed of. Materials used for displaying or transporting products and product packaging itself must be clean and sanitary.

Producers of perishable items shall provide information about the shelf life of their products and their wishes for their products (markdown, disposal, hold for producer pick up, or donation).

KMH strives for customer satisfaction; therefore, we will accept customer returns for refund or replacement in certain circumstances. Returned items must be accompanied by tag or receipt. Food items may be returned only in case of defect and within 30 days. Non-food items may be returned within 60 days if unopened and/or undamaged. Producers will be notified of the nature of the customer complaint whenever possible. The returned amount will be deducted from the producer's current or future sales. Customer complains about specific products will be forwarded to the producer and kept on file. Customer complaints may result in removal from the market.

## **WHOLESALE**

Priority will be given to producers operating on consignment with KMH. However, at the discretion of market management, KMH will purchase items from producers at wholesale for the overall good of the market, and to fill gaps in product availability. Producers may use a distributor upon prior arrangement.



## **DISCLOSURE**

Full disclosure of all production practices is required for all producers. Buying local gives shoppers the benefit of knowing where their food comes from and how it was grown. KMH's disclosure practice sets it apart from other food grocers, giving local producers a marketing edge.

We will consider false statements on a producer's application about the origin or production standards of products listed to constitute fraud and grounds for removal from the market. To protect the integrity of our marketing system, KMH reserves the right to verify the claims of everything sold through our marketplace.

KMH reserves the right to visit and inspect the farm or business of any producers. Visits will be made with prior notification, and inspections will only be conducted with the producer present. Failure to allow farm visits could result in suspension or termination of the producer contract.

## **INSURANCE**

KMH is not responsible for any loss, theft or damage incurred by producer's products in the market. In the event of a lawsuit, the market's insurance will cover the market. Producers and their agents or employees are not covered under this policy. It is up to each producer to insure themselves to the level they feel appropriate. KMH strongly encourages producers to obtain their own personal liability insurance and product liability insurance.

## **CONDUCT AND CONFLICT RESOLUTION**

All producers are expected to act in a professional manner and with respect towards all KMH staff, volunteers and customers. Creating an unsafe or disruptive atmosphere may constitute grounds for removal. Any instance of violence will result in immediate suspension from the market.

Complaints or problems should be directed to market management in a timely manner that is not disruptive to the market. Additional concerns may be submitted in writing. Each submission shall be reviewed by the market manager and/or board when appropriate. A producer may appeal any decision of the market manager within 30 days. An appeal must be presented in writing to the board. A decision by the board shall be issued within 30 days of receipt and constitute a final and binding decision.