

homegrown:



South Carolina's Guide to Starting or Enhancing Your Community's Farmers' Market

the basics:

who, what, where,
when, why and how?

Who will manage the market?

Municipality, vendors, nonprofit organization

Who will sell at the market?

Producer-only, re-sale, split, percentage rules

Who will fund the market?

Municipality, stall fees, grants, fundraisers

What will be sold at the market?

Produce, crafts, value added, yard sale

What type of market?

Open air, shed, indoor, outdoor

What will take place at the market?

Only business, activities, music

Where will the market be located?

City property, parking lot, school

Where will the customers come from?

Walk, bike, drive, public transportation

Where will the vendors come from?

City, county, state

When will the market operate?

Months, days, hours

When are crops available?

Year-round, summer only

When will the planning begin and end?

Three month, six month, one year plan



the basics:

who, what, where, when, why and how?

Why do you want to start a market?

Provide produce, create public place, destination

Why do you need a market?

Lack of access, lack of availability, something to do

Why isn't there already a market?

Previous market failure, need for expansion, new type of market

How will the market be governed?

Individual, committee, board of directors

How will the market operate on a daily basis?

Volunteers, market manager, vendors-operated

How will the above questions be answered?

Individual, committee, general public





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the details

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Food Safety Issues

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the fun part

Marketing and Communications

Economic Development

Community Involvement

Activities

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key contacts

Municipality Leadership

Municipality Finance Department

Convention and Visitors Bureau

Chamber of Commerce

Local USDA Office

Local Health Department Office

Local Clemson Extension Office

Parks and Recreation Department

Local Active Living Organization

Downtown Association, if applicable

step 5

resources



the basics: who?

Who Will Manage The Market?

Each type of managing organization has its pros and cons. Weigh the options carefully long before detailed planning begins, as management will affect a number of issues concerning your market. Options include municipality-run, vendor-run, community-sponsored and nonprofit managed.

Who Will Sell At The Market?

There are many different avenues to explore when considering who should sell at your market.

- **Producer-only:** Only things allowed to be sold are items grown or produced by the person selling them. The vendor must propagate all plants or flowers from seed, cuttings, bulbs or plant division. All value-added commodities must be made from products or ingredients, majority of which are grown or produced by the seller. Processed foods must be produced by the vendor from raw ingredients.
- **Co-ops:** A group of producers that combine as one vendor and cooperatively sell using one booth.
- **Re-sale/Brokers:** Vendors who have bought produce, plants or flowers from a grower and do not grow anything themselves.
- **Percentage rules:** These are rules that allow for a percentage of the items a vendor is selling to fall under a resale category. Often, these rules are used to fill gaps in a local growing season.

Who Will Fund The Market?

There are a variety of avenues to pursue for the funds needed to start up your market. When considering potential funding sources, take into account the amount of follow up work the source may require and whether your market is equipped to handle it. Some sources will require going before council, financial accountability from a certified public accountant, data collection and reporting.

Some potential sources to consider, depending on your market's goals and your community's needs include:

- **Municipalities:** State budgets, County block grants, City hospitality taxes revenue
- **Community Development Corporations:** Groups committed to economic development or community revitalization efforts.
- **Local Foundations:** Your market's goals may be in line with funding strategies of local foundations.
- **Fundraising:** Start up funds for your market can be generated by a variety of fundraising efforts. Fundraising efforts can include sponsorships, friends of the market to events; be sure to consider the time and investment before starting a fundraiser.
- **Market Products and Concessions:** Market management can sell t-shirts, tote bags, bumper stickers, coffee, bottled waters, juices and more.
- **Stall Fees:** Most markets charge vendors in order to maintain the market. Fees can be structured in a variety of ways:
 - Annual Fee:* A one-time payment for the entire season.
 - Daily Fee:* A flat rate for participating in a single market day.
 - Percentage Fee:* Vendors pay relative to a predetermined percentage of their sales.

What Will Be Sold At The Market?

It is important to consider which items will be sold at the market. Once one particular type of good is allowed to be sold, a precedent is established and it will become hard to limit the range of goods. Consider the goals of your market, the target audience you intend to serve and the desired product mix before you begin accepting vendors.

Here are some items to consider:

- **Fresh Farm Products:** Includes, but is not limited to, fresh fruits and vegetables, herbs, nuts, honey, dairy products, eggs, poultry, mushrooms, meats and fish. Also included in this category are fresh flowers, nursery stock and plants.
- **Value-Added Commodities:** Includes, but is not limited to, preserves, jams and jellies, cider, syrup, salsa, cheese, dried fruit and salad dressings.
- **Dried Flowers, Farm Wares:** Allowed are bouquets, wreaths, roping, yarn, displays of fresh and dried flowers, vines and gourds. Beeswax products are allowed by honey producers only.
- **Processed Goods:** Includes, but is not limited to, juices, coffee and tea, preserved foods, baked goods, pet products, lotions and soaps, pastas, dressings and sauces and granola.
- **Arts and Crafts:** Handmade items that can include pottery, knit items, photography, paintings, jewelry, clothing, woodworking, etc.
- **Flea Market items:** New or used mass-produced items that range from clothing to toys.

What Type Of Market?

- **Open-air markets** adapt to the spaces where they are located. Shelter is provided by the vendors themselves in the form of tents or umbrellas or by structures that are already in place such as bridges, awnings or breezeways.
- **Shed-roof** structures offer protection from inclement weather and provide permanence to the market. Because these structures have no walls, market vendors generally vacate their selling spaces after each market day.
- **Market halls** accommodate permanent tenants, who have access to utilities, refrigeration and storage.

What Will Take Place At The Market?

How do you envision the market? Is it a quick and efficient source for local produce? Are customers running in and out to get their goods and get on with their day? Are you looking to create an active public space where people can meet, linger and enjoy music? Is the market an educational experience where customers can learn how to prepare their purchases or gather information about other area organizations? The market can be one or all of these things.

the basics: where?

Where Will The Market Be Located?

Location, location, location! It is critically important to take time to evaluate potential locations. Your market needs visibility, access, flexibility and room to grow. Other things to consider are the proximity to well known landmarks, aesthetics, shade/shelter and amenities such as restrooms, water and electricity.

Location ownership is equally important. Can you partner with the owner, will you need to rent the location and is the site available during the market season or are there conflicts? Markets are located in a variety of settings including public spaces, private spaces, parks, parking lots, train stations, workplaces, senior centers, downtown and at schools.

Again, it is important to consider the goals of the market. If you would like your market to be a destination for pedestrians, access is key. If you are looking to spur social integration, a neutral site is very important. If low income customers make up the majority of your target population, investigate bus routes.

Where Will The Customers Come From?

Accessibility is a large aspect of the location. Determine how the majority of the customer are going to get to and from the market. Will they walk, bike, drive or use public transportation?

Once modes of transportation have been established, are there short- or long-term improvements that need to be made to the site to encourage a safe and enjoyable trip to and from the market?

Also, keep in mind the connectivity of the market to other destinations. What is the proximity to downtown, eateries and shopping? How will people move between the market and these other destinations and are those routes safe and enjoyable?

If you have a local active living organization, consider partnering with them to conduct a walking and biking suitability assessment of your site. This assessment can help determine potential enhancements as well as give market management the tools to bring these issues to the attention of local government.

Where Will The Vendors Come From?

Is your market going to establish geographic boundaries for the vendors? Are those restrictions limited to vendors from the state, region, county or city?



When Will The Market Operate?

It is good to start small and allow your market to grow. Ensure there is enough supply and demand before expanding the number of days and/or hours the market is open. Determine the needs and habits of your potential customers as well as the needs and habits of your vendors, especially the farmers.

- **Seasonal:** Most open air markets operate on a seasonal basis. The standard season in South Carolina seems to be from April or May until October or November. This allows for a generous offering of warm and cool weather crops. It also allows downtime for the farmers and the market management to re-group, assess the prior season and prepare for the coming season.
- **Year-Round:** A market that runs all year allows for the most potential for sales, as it is simply open more days. The market can take advantage of the holiday season. This market, however, may depend largely on having an indoor space.
- **Days:** You must determine what days and hours are best for your market. There is no set answer. Markets range from seven days a week to one day a week. Saturday morning markets seem to be the standard. It is important to think about the items for sale. Farmers may need a mid-week outlet for produce if the market is only open on Saturday, as many crops will ripen early in the week and over-ripen by Saturday.
- **Hours:** Markets can be held at anytime, morning, noon or night. In a bustling urban area, customers may prefer to multi-task during lunch and shop, whereas another market may serve as a weekend activity, such as a place to meet up with friends on a Saturday morning. Take into consideration the additional time needed for set up and break down of the market. A market day more than seven hours will increase the chance of burnout for both vendors and management.

When Are Crops Available?

Before establishing the market season, take into account the crop season. This is particularly important if you have a geographically limited or producer only market. You don't want to open the market in Spring, only to find that there will only be bedding plants and flowers available for sale.

Prepare to be flexible with your opening date. Several unforeseen events, such as a late frost or drought can make produce unavailable or late. Keep in contact with your vendors to have a good idea on crop availability.

Likewise, be prepared to educate customers as to the crop season, as well. Often, customers will become frustrated when they continuously don't find what they are looking for week after week, not knowing that it is not in season.

When Will The Planning Begin And End?

Although several markets start on a burst of energy and inspiration, it is good practice to establish a timeframe for planning for a market. How much time will you need to determine the market logistics, conduct the appropriate promotion, identify vendors, etc.? Some markets take up to a year of planning before the first vegetable is sold. If you are considering construction, one year is minimal.

It is important to involve the community in the process, as well, and that takes additional time. Be sure to think about the time needed to plan and develop the market before setting any open dates.

the basics: why?

Why Do You Want To Start A Market?

There are many different reasons you may want to start a farmers' market. It is good to define the purpose and goals of your market. This will help guide the decision making process, as well as help promote the market, identify good partners and funding sources and differentiate your market from other markets and retail outlets.

Common market goals include:

- *Providing a source of fresh, local produce.*
- *Assisting small and medium farms.*
- *Creating an active public space or new community activity.*
- *Creating a destination for pedestrians and cyclists.*
- *Spurring economic development or revitalization.*
- *Developing new entrepreneurship opportunities.*
- *Encourage social interaction, diversity and culture.*

Why Do You Need A Market?

Identify the need for a market in your community. Form a market around the needs of the community first, then fill in with desired features and functions. Perhaps your community lacks access to fresh, affordable produce. Perhaps there is a growing demand for local food. Maybe there are low income families that do not have a place to redeem vouchers. These and other needs create demand and demand creates sales. You don't want to open a market in an area that lacks demand.

Why Isn't There Already A Market?

When determining the feasibility of a new market in your area, look back at the history of markets in your community. Did previous markets fail? If so, why did they fail? Learn from previous mistakes. Was it poor location, little need for a market or did the market simply fade away when its champion or leadership moved on?

Previous failed market attempts should not be discouraging; rather, they should create a good basis of feasibility for your planning. Take time to research. If possible, speak with vendors and customers from past markets to determine what went wrong.



How Will The Market Be Governed?

Early in the planning process, decide how the market will be governed. Will a single person make the decisions, enforce the rules and handle disputes? Often an advisory committee or board of directors comprising community members, customers, vendors and others will help govern the market. In conjunction with market management, this group can handle disputes, amend rules and regulations and serve as a creative think tank for developing activities, events and funding ideas.

If you choose to form a committee, determine the logistics of that committee. Will the committee have regular meetings or meet as needed? How many people will serve the committee and who will those people represent? Will there be a chair, will minutes be taken to document action? These are just a few questions to consider.

How Will The Market Operate On A Daily Basis?

Although the planning period is a controlled time, opening a market can be very hectic. After the market gets in a rhythm, it will become easier to identify needs and determine staffing requirements.

Depending on the size and nature of your market, you may hire a paid market manager, establish a core team of volunteers or operate a vendor-run market. In most cases, it is extremely helpful to have one key point person to serve as the main contact for vendors, customers, potential partners and funders.

How Will The Above Questions Be Answered?

Several questions have been posed throughout this toolkit. Determine who is best to answer them. A small committee representing the parties necessary to help make your market a reality can save time and phone calls later down the road. Likewise, involving the community in some of the decision making can produce great ideas, as well as build ownership of the market within the general public.

Site selection, however, can become a sticky situation when involving more than a small group of people. It seems everyone knows the perfect spot for the market; however, they may or may not be aware of the type of market you wish to establish or other factors that may be involved in making the decision.



the details: recruiting vendors

step 2

There is no complete list of farmers, producers and growers in the state of South Carolina. The best strategy is to compile as much contact information as possible for as many potential vendors within a reasonable distance of your market. As you make contact with each of the potential vendors, you can streamline the list to interested prospects. After the market opens, maintain a list of participating vendors.

There are several sources for vendor information. Start by looking in your local paper in the classified section for people already looking to sell produce. Contact the SC Department of Agriculture (SCDA), the SC Farm Bureau and your local Clemson Extension Office to see if they have contact information or if they will pass your information on to farmers they meet. Look for local food guides (such as the one from Carolina Farm Stewardship Association), which may also have lists.

Regardless of the size of your initial list, the biggest way to find farmers is through other farmers. Word of mouth is key; therefore developing relationships with interested farmers and charter participants is very important.



the details:

general liability & management tips

Disclaimer: The information gathered and shared in this toolkit related to legal issues surrounding the ownership and operation of a community farmers market is not intended to be, and should not be, relied upon as specific legal advice for individual persons and/or community markets. This information is provided as general information only, and is not intended to cover each and every legal liability and issue related to the ownership and/or operation of a community farmers' market. If you have a specific legal issue or you suspect that you might need legal advice, you are strongly encouraged to consult directly with a local private attorney in your area who is familiar with the local rules and practices related to your legal issue(s).

Here is a general overview of some of the legal issues that this information will touch on:

Business/Legal Entity Status: Is your farmers' market a non-profit? For-profit? A partnership or cooperative? The legal status of your farmers' market organization can have a profound impact on the personal liability of managing partners and directors, as well as implications for filing and paying income tax.

Common types of business entities:

- C Corporation (C Corp)
- General Partnership (GP)
- Family Limited Partnership (FLP)
- Limited Liability Corporation (LLC)
- Cooperative (Co-op)
- S Corporation (S Corp)
- Limited Partnership (LP)
- Limited Liability Partnership (LLP)
- Non-Profit Corporation

Taxation And Tax Collection Issues: Do farmers markets have to pay income tax?

Do vendors have to collect sales tax?

- **Taxation of the Market Entity:** The business status of the market will determine how taxes, if any, are remitted to the SC Department of Revenue, local governments and the Federal government.
- **Sales Tax Exemptions:** Are fruits and vegetables subject to sales tax at a farmers market? If so, who is responsible for collecting and remitting the sales tax? The market manager or the farmer/vendor? In South Carolina, farmers are exempt from collecting and charging sales tax on vegetables, fruit and vineyard products sold in their original state of production. This exemption is not available if the farmer processes his or her product beyond the usual and customary preparation for sale. For example...Whole tomatoes are exempt from sales tax, but homemade salsa is subject to sales tax because it has been processed beyond its original state.
- **Sales Tax Collection for Unprepared Food Products:** Generally speaking, unprepared food products are subject to a 3% sales tax. (For example, when you purchase an apple at the grocery store, it will be taxed at 3%). Grocery stores and produce brokers are responsible for charging and remitting this sales tax on unprepared food to the SC Department of Revenue. This would likely include produce brokers selling at farmers markets. In other words, the Farmers' Sales Tax Exemption does not extend beyond the first point of sale, whether it's a grocery store or a produce broker. Furthermore, processed food items are subject to regular sales tax, which is usually 6% or higher.
- **Admission Tax:** Charging fees for people to attend the market for special events and entertainment purposes may require you to collect an admission tax, which must be remitted to the State Department of Revenue.

the details:

general liability & management tips

Contractual Obligations And Rights: What are you entitled to? Do you understand your legal responsibilities and risks under the contract terms? What about your obligations under a lease agreement?

Lease Agreements/Contracts:

- What are your obligations under the terms of the contract?
- Who is responsible in the event that an act of God occurs and causes destruction or damage to the market facility?
- What rights to you have to seek full performance of the contract?
- When does the contract terminate?

Contracts: If you are overwhelmed by the contract or unsure about the meaning of the contract language, don't hesitate to ask an attorney to review it for you and/or to clarify and explain it to you. Even if you have to pay a small fee for the attorney's time, it could end up saving you thousands of dollars down the road if there is ever a contract dispute. Remember, if the other party you're dealing with had an attorney invest the time and money into writing the contract, it is probably a good idea for you to ask your attorney to read and review the contract. He or she can inform you of the risks and liabilities you might incur by entering into the contract.

Lease Agreements: Be aware of your rights and responsibilities under the terms of the lease. Understand the term or period of your lease agreement. Have a written lease agreement.

Sample lease: See Appendix A.

Insurance Coverage And Premises Liability: As the owner or operator of a community farmers' market, you could be held liable for injuries and damages occurring on the market or during market related activities.

Insurance Coverage: What are your limits? Read and understand your policy limits and coverage. To receive full coverage under your insurance policy, your responsibilities as a market manager may include:

- Keeping common areas free from potential hazards.
- Warning visitors of potential hazards, such as wet spots and slippery areas. Using signs or yellow paint to identify such areas.

Tip The Scale In Your Favor: Having an attorney as part of the business planning team can help to anticipate and avoid potential problems down the road.

How do I find a good attorney?

1. Use a local attorney in the town where the market is located.
2. Use the lawyer referral service offered through the SC Bar Association by calling 1-800-868-2284 or visiting their Web site at: www.scbars.org

the details: municipality/government issues

step 2

Food Safety

There are local, state and federal regulations related to the sale of food products to the public. You should be familiar with them and understand your responsibilities and obligations as a market manager or market owner.

Responsibilities of the Market Manager: As a market manager, it is probable that you will come across some vendors who are unaware of some or all of the food safety regulatory requirements for selling homemade processed food items to the public. What are your responsibilities in these types of situations?

- You can ask the vendor to leave or remove the product.
- You can decide this in your policies and give copies of policies to all vendors prior to participating in the market.
- Contact the appropriate state regulatory agency to come talk with the vendor about food safety regulation.

Food Safety Considerations For South Carolina

The State of South Carolina **does not allow any food items for public sale to be manufactured in a home kitchen.** Any process where exposed food is mixed, repacked, packaged and/or cooked is considered food manufacturing and falls under South Carolina Department of Agriculture (SCDA)/US Food and Drug Administration (FDA) jurisdiction. Any sauce, pickled food, bottled product and/or canned food must be sent to a **process authority** (Clemson University or N.C. State) for analysis prior to sale.

In order to manufacture food for public sale, vendors **must** follow these requirements:

Use an inspected facility (either South Carolina Department of Health and Environmental Control approved or SCDA approved). A home kitchen **IS NOT** an acceptable facility. Individuals can sell non-hazardous baked goods that are prepared **ON SITE** up to four times a year if they receive a permit from the County DHEC office. The vendor should post this at their booth or table.

Prior to sale, a vendor must send any and all **canned/jarred/bottled foods** (jams, jellies, sauces and pickled foods) to Clemson University (Dr. Barron 864/656-3397) or NC State (Mrs. Joanna Foegeding 919/515-2951) for analysis. Pickled foods (chow-chows, sauces and pickled vegetables) are **acidified** foods. Vendors of these types of food are required to attend a Better Process Control School, register with the Food and Drug Administration and have a certified scheduled process, including proper and accurate record keeping. All of this is to prevent **botulism poisoning**, which can and does happen. Illegally home canned goods are considered a hazardous and adulterated and will be removed from sale.



the details: municipality/government issues

Food Safety Considerations For South Carolina (cont.)

Eggs that are sold off a grower's residence or farm must be inspected and graded according to USDA standards and kept on refrigeration at 45 degrees Fahrenheit. Unlabelled eggs or eggs off refrigeration are considered adulterated and will be removed from public sale. Violations of this law are a misdemeanor and carry a fine of no less than \$200, more than \$500, imprisoned no more than ninety days or both (Food and Cosmetic Act (Egg Law) Section 39-39-180).

An approved label that includes **name of product, ingredient list, name and address of manufacturer, and net weight** is required on all foods sold to the public. This is a state and federal law. Pay close attention to font size, placement of information, accuracy and allergen disclosure.

SC DHEC Dairy Division will handle all regulations and requirements regarding milk. SC Meat and Poultry Division will handle all meat items including poultry, beef, pork and lamb. All products crossing the state line will be under the jurisdiction of the Food and Drug Administration and/or United States Department of Agriculture/Food Safety Inspection Service.

The SC Department of Agriculture will work with you to ensure that vendors follow all requirements and fall within compliance with our Food and Cosmetic Act.

Additional resources available online at www.eatsmartmovemore.org.



the details: rules and regulations

step 2

Providing vendors with written rules and policies can help the market treat all vendors and shoppers in a fair and uniform manner. Having a uniform set of rules can ensure all vendors are treated equitably and help the market run more efficiently, because everyone will know the rules and requirements ahead of time. They can consult their rules and policies book without always having to ask the market manager. Examples of issues that many markets attempt to address through policies and rules:

- "Pets must be leashed" or "Pets not allowed at the market."
- "Vendors are allowed to set up starting at 7 a.m. and all vendors must exit their assigned space by 6 p.m."
- "Sale of meat products allowed" or "Sale of meat products not allowed."
- "All signs and displays advertising vendor products must have prior approval from the market manager."
- "Vendors are responsible for collecting and remitting any and all sales taxes associated with the sale of their products."

Additional resources and sample rules and regulations available online at www.eatsmartmovemoresc.org.



the details: voucher programs, EBT, etc.

Food Stamp Electronic Benefits Transfer Program (EBT Program)

The Farmers' Market/EBT pilot began Spring of 2006 in eight markets around the state. In February 2007, the USDA approved expanding the program to all interested markets in South Carolina.

At participating markets, an EBT cardholder presents his/her card to a market manager or designee. The card is swiped on a Point of Sale (POS) machine and the cardholder's account is debited for the desired amount (the desired debit must be divisible by two). The manager then gives tokens (in \$2 denominations) equal to the amount debited from the card. The cardholder uses the tokens to purchase eligible items from any farmer at the market. The vendors and the market manager decide how and when the vendors will be reimbursed for the tokens.

In order to participate, a market must have a manager or someone who will be available during operating hours to swipe cards and issue tokens. There is no charge to apply or participate. The POS machine is provided by the USDA Food Stamp Program at no charge. The market must be able to provide the electricity and phone line for the machine. There is an application, approval and training process completed through the USDA Food Stamp Program.

Contact EBT at (803) 898-0410.

USDA Senior Farmers' Market Nutrition Program

The Senior Farmers' Market Nutrition Program (SFMNP) is a program in which grants are awarded to State, U.S. Territories and federally-recognized tribal governments to provide low-income seniors with vouchers that can be exchanged for eligible food at farmers' markets, roadside stands and community-supported agriculture programs.

Eligibility: Low-income seniors, generally defined as individuals who are at least 60 years of age and who have household incomes of no more than 185% of the federal poverty income guidelines, which are published each year.

Certification: Vendors must be certified to accept the vouchers. Certification requires attending a training session, typically held once a year between January and March, and a limited amount of paperwork. Once certified, farmers can deposit vouchers into the bank as they would a personal check.

Contact SFMNP at (803) 737-9238.

USDA's Women, Infants And Children Farmers' Market Nutrition Program

During the summer months, select health departments in South Carolina participate in the WIC Farmers' Market Nutrition Program (FMNP). This is a joint effort with the SC Department of Agriculture that provides participants with vouchers that may be used only for fresh produce at local farmers' markets and farm stands. Markets and stands must be approved by the FMNP administrative agencies. Participants also take part in nutrition education classes that help them choose, store and prepare fresh produce.

Currently, WIC offices in the following counties participate in the WIC SFMNP: Aiken, Allendale, Anderson, Beaufort, Berkeley, Charleston, Darlington, Dorchester, Florence, Georgetown, Greenwood, Hampton, Horry, Jasper, Lexington, Newberry, Orangeburg, Richland, Saluda, Williamsburg and York.

Contact WIC at (803) 898-0743.



the fun part: marketing your market

Direct marketing is all about repeat business. Consumers of all ages are the target market for direct marketers. But, there are age groups that prefer to visit a farmers market more than others. You will need to decide who they are in your area. Consumers will visit your market and come back often because they know that they...

- want fresh, locally-grown produce at a reasonable price.
- want an enjoyable social outing.
- want to support their local economy by supporting your market.

For your market to be successful, you must develop a strategic marketing plan to include a goal, objectives, timeline, budget, etc. Also, you will need to include public and media relations, advertising, publicity and promotional events in the plan. The following are a few tips on using public relations and advertising in marketing your market.

the fun part: public relations

Free Promotion: Try to get the media to promote your market for FREE. Nothing is better than earned media – free television, radio, and print coverage – as opposed to paid media or expensive ads. As a market manager or advocate, you can get free media coverage by offering a news story about your market or information about an upcoming event.

Media Advisories: A media advisory alerts the media, in a concise manner, to upcoming events and developments pertinent to your farmers market. Think of it like an invitation and answer only the important questions: Who, What, When, Where, and Why.

- Be brief and to the point.
- Include a headline detailing the most important information.
- Include the five Ws – Who, What, When, Where, and Why.
- Include contact information for reporters to get more information for their pieces and the contact information you would like to be published if this is for a listing.
- Include a fact sheet about your farmers market – a brief description, history, location, etc.

Media Advisory Format – See Appendix B.

Press Release: A press release is a news item, written in third person that demonstrates to an editor or reporter the newsworthiness of a particular person, event, service or product. The release should be typed, double-spaced, and have at least a one-inch margin on both sides of the page.

- Keep it simple and to the point.
- The lead sentence should contain the main point of the story, answering the Who? What? When? Where? and Why?
- The body of the press release builds on the facts, supporting and expanding them.

Use events to create interest, draw customers, and get free media coverage. Have your event listed on the calendar for the media outlet. Most have calendar sections. See if they will post it on their Web site calendar, as well. Abide by the deadlines for submission of events. Ask how they prefer to receive the information: e-mail, fax, postal service. Find out the name of the appropriate editor/writer for your needs. Often there is not an agriculture reporter or assignment editor, so you will need to decide who needs to get your information. (Example: You are having a bake sale/bake-off at your market using locally-grown produce. You would probably send your information to the Food Editor or the Lifestyle Editor.) (Example: You are having a grand opening of the Farmers' Market. In that case, you would probably send your information to the Business Editor.) You will need to write a press release or media advisory to promote your event.

- Send to newspapers, radio and television stations at least one week before it is to appear.
- Follow up with a phone call. If they say they didn't receive the press release, send another.

Press Release Format — See Appendix C.

Create an Event: Plan seasonal produce events:

"Peaches and Beaches"

"Watermelon Mania"

"Pumpkin Carving Contest"

- Use the opportunity to educate consumers.
- Do a tasting of the featured product.
- Incorporate your farmers' market into local festivals and events.
- Sponsor an event that has cross-promotional power.
- Sponsor cooking demonstrations. Good smells motivate customers to buy. Offer recipes.
- Promote healthy programs such as "Fruits and Veggies More Matters" lunches and snacks. These kinds of events draw interest from press.
- Promote awareness programs such as Earth Day, National Agriculture Week, Farm-City Week.

Establish Friends of the Farmers' Market in the Community and invite them to be a part of the marketing effort. Get to know newspaper editors, food writers and gardening writers, radio hosts, magazine editors, the local TV personalities, government officials (send them VIP invitations inviting them to the market), local hotel managers (leave brochures with them at the desk) and local store owners (ask them for door prizes, etc.).

Community Service: Cooperate with local charities and community service groups. Allow them to set up a table at the market to promote their cause. Ask them email their constituents about the market. It's called "Compassionate publicity." If you raise money for an organization like a food bank, don't be shy about letting the press know what your market did.

the fun part: advertising

Advertising is paying for promotion and publicity of your market. The only FREE advertising is the Public Service Announcement (PSA). PSAs are free advertising, but most media outlets provide PSAs on a very limited basis. They are generally offered as a community service for non-profit organizations, for publicizing events or services, or for requesting volunteers. Occasionally, you can purchase left-over or "remnant" broadcast and print space at a discount.

There are two types of newspaper advertising. Classified ads are located in the midst of a whole page of other like ads. Fees are calculated on a per word basis. Display ads attract the reader's eye by using larger, stylized letters and/or graphics. Fees are based on measured dimensions, either in column inches or page portions. These types of ads typically cost more than classified ads.

Use radio and television promotional tie-ins (live remotes, contests), sponsorships and give-aways. Each radio station has a preference for 15-, 30- or 60-second ads. You need to find out what they prefer and the outreach before you buy.

the fun part: branding & marketing affiliations

Apply to become a member of the South Carolina Department of Agriculture's *Certified South Carolina Grown* or the *Certified South Carolina Product* branding and marketing program. The slogan is *Nothing's fresher. Nothing's finer. Buy South Carolina.*

Apply to use the logo and slogan associated with the Fruits and Veggies More Matters which will be replacing the Five-A-Day program. This is a great way to tie your produce to health and nutrition.

The Certified South Carolina program is a cooperative effort among producers, processors, wholesalers, retailers and the South Carolina Department of Agriculture (SCDA) to brand and promote South Carolina products. The goal is for consumers to be able to easily identify, find and buy South Carolina products. Public interest and perceptions, image and awareness, distribution, legislation, regulations all have an impact on the sustainability and growth of agribusiness. In order to tackle these issues, overcome obstacles and keep agriculture profitable, the South Carolina Department of Agriculture in cooperation with public and private partners has implemented the Certified South Carolina program. Certified South Carolina is a call to action for South Carolina citizens as we ask you to Buy South Carolina because Nothing's Fresher. Nothing's Finer.

For more information about the Certified South Carolina program or to receive an application to participate in the program, contact:

Certified South Carolina Program
South Carolina Department of Agriculture
PO Box 11280
Columbia, SC 29211
803-734-2200
www.certifiedscgrown.com

the fun part: romancing the media

step 3

. . . building media relationships for effective publicity and promotion

One of the fundamental rules of winning in the publicity game is your ability to develop a working relationship with the media. Nurturing the relationship puts the reporter in a receptive frame of mind when you want publicity.

Developing Effective Media Relations

The news media — radio, television, newspaper, magazines and other outlets — are your best ways of getting news and information about your operation out to the public, to consumers your buyers. You might not like the media, but you need them. And they also need you.

Effective Media Relations Can...

- Enhance the public's knowledge and understanding of your operation. It keeps your message in front of leaders and decision-makers.
- Build credibility in your operation, since people think that what they see and hear in the media is important.
- Extend the reach and increase the frequency of your message.

However, Media Relations Cannot...

- Eliminate the negatives. Bad news is bad news. If something has put you in a bad light, the media won't eliminate those negatives, but it can help accentuate positives.
- Eliminate your competition.
- Control the media or the media's message. You do not own the television station; you don't have editorial control of what the station says.
- Be a "quick fix." If something's "broken" in your operation, media relations will not be able to "fix" it. But you can use the media to help you sell your product.



the fun part: romancing the media

How To Develop A Media Relations Strategy:

You must develop a strategy in order to build an effective relationship with the media. It doesn't happen just by itself. You have to be proactive. Go to the media, instead of having the media come to you first. Here are suggestions as you map out your plan.

Decide who in your operation will be responsible for talking to the media. What you don't want is someone speaking about your operation who doesn't know your operation.

Visit your media outlets and get to know your reporters and news producers.

Send, or better yet, deliver news releases to your local media. If you have an event at your operation, go to the media outlet with a news release two weeks before your event. One week before your event, go back with one of your products.

Provide materials to reporters on a regular basis. For example, send news releases, public service announcements (PSAs), photographs, and, if there is a subject you have a strong opinion on, a letter to the editor. You will want to make sure that the information is significant. You will need to know how many readers/viewers could benefit from it. Is the story timely? Is it local or does it have local impact? Is the information accurate? Is the information new or different?

Offer your operation for a remote show. For instance, early morning shows are always looking for good visuals for their live remotes, especially around the holidays.

Become a reputable and dependable expert source. Become recognized in your community as the expert on your subject. If reporters trust you and know that you are an expert in a particular subject matter area, you will be called on time after time for comments.

Create a local media source book to keep in your office. Find out what the "rules" are for submitting materials to the media and enter that information in your media source book. Keep the list updated.

How To Write A News Release:

Write news releases about activities, interesting news or important events at your market to help reporters with the basics they need to develop a news story. TV and radio stations and newspapers receive dozens of news releases a day, so your news release must be special.

Send the release to a particular person at a media outlet. Don't just send it to the "Editor." Send it to a "somebody" (and make sure you spell the person's name correctly!).

The news release should answer six basic questions in an easy-to-read format. Answer "who, what, when, where, why and how" in the first paragraph. Some reporters won't go any further than the first paragraph.

Write short paragraphs with quotations in an inverted pyramid style. That means you want to include the most important information first (usually what is going on), followed in descending order by less-important information.

Finish the release with contact person and phone number. Reporters will call a contact person for more information.

To find your nearest newspaper, radio, or tv outlets, look in the telephone directory or log on to <http://sciway.net/news/>.

the fun part: economic development

step 3

Farmers' markets can play a tremendous role in economic and community development. The markets provide numerous benefits and opportunities, not only to the growth of vendors' business/farmers' incomes but they also provide economic benefits to their communities. For example:

- Farmers' markets help communities undergoing economic problems/restructuring.
- Markets can recapture some dollars that had been leaving the community for food and goods purchased elsewhere.
- The blend of farm and other businesses can help with tourism opportunities, drawing tourists and dollars from outside the community.
- Shoppers at farmers' markets often patronize other local businesses in the community.
- Farmers' markets provide an environment for starting new businesses/business opportunities.
- Farmers' markets contribute to preservation of agriculture and rural land development.

Additional benefits and opportunities that farmers' markets provide to vendors and communities, include:

- Connects community, food and the environment.
- Impacts health, open space, local economy, partnership development.
- Makes fresh products available to consumers/community and farmers find a market for their products.
- Helps increase interaction among community members and help create a more cohesive community.
- Creates a feeling of local community ownership.
- Serves as a community event or a catalyst for more community events and opportunities for involvement.



step 4

key contacts

Before you begin planning your market, here are some key contacts you are going to want to identify in your community. Compile the contact's name, address, phone number, fax, email and if applicable, assistant's name and contact information as well.

Municipality Leadership: Mayor, City Manager, Public Safety, Special Events Staff, Finance Department, Marketing Department, Parks and Recreation Department

- Convention and Visitors Bureau
- Chamber of Commerce
- Local USDA Office
- Local Health Department Office: Public Health Educator, Food Safety/Inspections
- Local Clemson Extension Office
- Local Active Living Organization
- Downtown Association, if applicable

step 5

resources

"Farmers' Markets and Rural Economic Development: Entrepreneurship, Small Business Incubation and Job Creation in the Rural Northeast."

www.cdtoolbox.net/agriculture_economic_development/000167.html

Lake Area farmers' Market Cooperative FM as an economic development tool

www.und.nodak.edu/org/ndrural/case%20study%208.farmers%20market.pdf

"The Carrboro farmer's market demonstrates the benefits of community involvement, town planning and state-level support in pursuit of urban livability."

www.gradschool.unc.edu/Weiss/interesting_place/lifestyles/farm.html

University of Kentucky Cooperative Extension Service - importance of community leaders, policy makers, consumers, and producers working together for efficient and successful markets

www.ca.uky.edu/agc/pubs/aec/aec77/aec77.pdf

Davis Farmers' Market as a cornerstone of the community

www.sarep.ucdavis.edu/cdpp/Davis.htm

Additional resources available online at www.eatsmartmovemore.org.

APPENDIX A: SAMPLE LEASE AGREEMENT FOR MARKET LOCATION

INSERT NAME)
)
) LEASE CONTRACT (Draft)

This Lease Contract made and entered this ____ day of _____, 2006, by and between the INSERT, hereinafter referred to as the "Lessor", and _____, whose mailing address is _____, shall hereinafter be referred to as the "Lessee."

WITNESSETH:

The Lessor, for and in consideration of the rent to be paid as provided herein and in consideration of the covenants herein to be kept and performed by the Lessee does hereby lease and convey unto the said Lessee the premises situated on the INSERT LOCATION, hereinafter called "the Market", and described as:

Stall(s) _____
Warehouse(s) _____
Other Areas _____

The premises described above are to be occupied and used for the following purposes:

_____.

This Lease shall be for a term of _____ beginning on the _____ day of _____, 20____, and ending on the _____ day of _____, 20____. It is mutually covenanted and agreed that the above described premises are leased upon the following terms and conditions:

- (1) The agreed rental payment is \$_____ per month, to be paid in advance by the ____ day of each month.
- (2) The Lessee is responsible for obtaining and shall pay all charges which may be assessed or charged against the said premises for utilities needed and used therein by Lessee such as lights, water, heat, gas, waste disposal and power.
- (3) The Lessee shall not assign his interest in this Lease, nor underlet the whole or any part of said premises, nor shall the same be used or permitted to be used for any other purposes than as above stipulated, nor make any alterations therein or additions thereto, nor erect any signs upon the premises without first having obtained the written consent of the Lessor and the Lessee further covenants that the said premises will not be used in any manner that will invalidate any policies of insurance now or hereafter written on the building or buildings in which said premises are located, or will increase the rate or premium(s) thereof.
- (4) In the event that above described premises shall be destroyed or so damaged or injured by fire, wind, hurricane or other casualty during the term of this Lease, whereby the same shall be rendered untenable, then the Lessor shall have the right to render the same premises tenantable by repairs within ninety (90) days therefrom. If said premises are not rendered tenantable within said time, it shall be optional with either party hereto to cancel this Lease by written notice to the other party and in the event of such cancellation, the rent shall be paid only to date of such fire or other casualty.
- (5) The Lessee agrees to provide prompt payment of the rent for said premises when it becomes due and also agrees to fully comply with the rules and regulations of the Market as promulgated by the Lessor, and which are hereby made a part of this covenant, including any other and further rules, regulations and policies of the Market as established by Lessor at some date in the future. Lessee is aware of the conditions upon which this Lease has been made and accepted and failure on the part of the Lessee to comply with any of the terms of this Lease, or any of said rules and regulations now

in existence, or which may be hereafter prescribed by the Lessor, shall at the option of the Lessor, work a forfeiture of this Lease and all of the rights of the Lessee hereunder, and thereupon the Lessor, its agents or employees, shall have the right to enter said premises and remove all persons and/or property therefrom forcibly or otherwise, and the Lessee hereby expressly waives any and all notice required by Law to terminate the tenancy, and waives any and all legal proceeding to recover the possession of said premises, and expressly agrees that in the event of any violation of any of the terms of this lease, or of said rules and regulations now in existence, or which may hereafter be made, said Lessor, its agents or employees, may immediately reenter said premises and dispossess the Lessee without legal notice or the institution of any legal proceedings whatsoever.

- (6) The Lessee shall have the right of removal of all personal property, including but not limited to, equipment, machinery or any other personal property installed at his expense, provided such removal does not impair, deface or otherwise detract from the value of the premises, but in all instances the Lessee shall be obligated to restore the leased premises to a condition comparable to that in which they were on the occasion of the letting.
- (7) The Lessee shall use said lease premises in strict compliance with all laws and ordinances now or hereafter applicable to said premises, for the correction, prevention, and abatement of nuisances, disorderly conduct or other grievances in, upon or near said premises during said term; and the Lessee shall not permit or suffer any noise, disturbance, or nuisance whatsoever on or about said premises that may be detrimental to same or annoying to the public. The Lessee shall use all reasonable care in the use of the streets, roadways, aisles, parkways, toilets and other parts of the said Market which may be necessary for the preservation of the property.
- (8) The Lessee acknowledges that the leased premises have been received in both thoroughly good order and habitable condition and repair upon the execution of this Lease and taking possession hereunder shall be conclusive evidence of such. The Lessee further acknowledges that no representation as to the condition of said premises have been made by the Lessor or its agents, and that no obligation as to the repairing, adding to, or improving said premises have been assumed or promised by the Lessor, and that no oral agreements or arrangements of any kind have been entered into in consideration of making this Lease, and this Lease contains a full statement of the obligations and agreements of both parties hereto.
- (9) The Lessee acknowledges that no changes or alterations can be made in the premises without the expressed, written prior approval and permission of the Lessor and further, in the event that the Lessor should approve and permit such change or alteration, that the Lessee undertakes same at its sole risk and any permanent change or alterations made in the premises having the characteristics of a fixture shall become the sole property and possession of the Lessor upon the termination of this Lease.
- (10) The Lessee, during the term of the Lease, will keep in good condition the interior of said leased premises, and every part thereof, and will keep the same in good, sound and clean condition and repair, ordinary wear and tear, hurricane or other Act of God alone excepted, and will not suffer or permit any strip or waste of the leased premises. This shall include, but is not limited to the maintenance of the leased premises and the area immediately surrounding it so as to prevent overgrown vegetation and the accumulation of waste or residue.
- (11) The Lessor, or its agents or representatives may at any reasonable time or times, enter upon and view and inspect said premises and make repairs, if the Lessor should elect to do so. The right of entry shall likewise exist for the purpose of removing any signs, fixtures, alterations, or additions, which do not conform to the terms and conditions of this Lease, or to the rules and regulations of the Market.
- (12) It is expressly agreed by and between the parties hereto, that the Lessor shall not be liable for any damage or injury by water, which may be sustained by the Lessee, or for any other damage or injury resulting from the carelessness, negligence or improper conduct on the part of any other Lessee, their agents or employees, or by reason of the breakage, leakage, or obstruction of the water, sewer or soil pipes, or other leakage in or about the said Market.
- (13) That the Lessee shall indemnify and save harmless the Lessor from and against any and all claims, suits, actions,

damages and/or causes of action arising during the terms of this Lease for any personal injury, loss of life and/or damage to property sustained in or about the leased premises by reason or as a result of the Lessee's occupancy thereon, and from and against all costs, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and the investigation thereof, provided that before said Lessee shall become liable for all of said costs, attorneys' fees, expenses and liabilities, the Lessee shall be given notice in writing that the same are about to be incurred and he shall have the option to make the necessary investigation and employ legal counsel of his own selection, but satisfactory to the Lessor, for the necessary defense of any such claims.

- (14) The terms "Lessor" and "Lessee" as herein contained shall include the singular and/or plural and the masculine and/or feminine wherever the context requires or admits, and this Contract shall bind the Lessor and its assigns or successors, and the heirs, assigns, administrators, legal representatives, executors or successors, as the case may be of the Lessee.
- (15) It is distinctly understood and agreed that time is of the essence of this Contract and this applies to all terms and conditions contained herein.
- (16) Written notice mailed or delivered to the premises leased hereunder shall constitute sufficient notice to the Lessee, and written notice mailed or delivered to the office of the Lessor as listed on the front of this agreement shall constitute sufficient notice to the Lessor to comply with the terms of this Lease.
- (17) If the Lessee shall abandon, vacate, cease utility services at that location or remove the major portion of the produce, goods, ware and merchandise usually kept on said premises when the same is open for business and shall cease doing business in said premises to all intents and purposes, then in such event, this Lease may immediately become cancelled and null and void at the option of the Lessor.
- (18) Lessee shall not improperly dispose of chemicals and or other hazardous wastes on the Market premises, and shall indemnify the Lessor for any and all costs associated with the clean-up and restoration resulting from the improper disposal of chemicals and other hazardous wastes.
- (19) In addition to the rent payable under this Lease, Lessee shall pay and discharge promptly as the same becomes due and before delinquency, all taxes and assessments whether general or special, of every kind which may be assessed or become a lien on or against the leased premise or any part thereof, or any building or improvements on the leased premises, or on or against the leasehold of the Lessee during the term of this Lease. Any such taxes or assessments which shall relate to a fiscal year during which the terms of this Lease shall commence or terminate shall be prorated between the Lessor and the Lessee.
- (20) If at any time during the term of this Contract the INSERT should cease to operate the Market as a farmers market, this Contract shall become cancelled and null and void at the option of either party upon ninety (90) days written notice to the other party.
- (21) The rights of the Lessor under this Lease shall be cumulative, and failure on the part of the Lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.
- (22) Failure of the Lessee to abide by the terms of this lease may result in the termination of the leasehold.
- (23) In the event that any one or more of the foregoing lease terms be declared for any reason by a court of competent jurisdiction to be null and void, such judgment or decree shall not in any manner whatsoever effect, modify, change, aberrant, or nullify any of the remaining lease terms so that the lease agreement shall continue unimpaired and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed sealed and delivered on the day and year

first written.

ATTEST:

INSERT ORGANIZATION NAME

DATE

LESSOR

Witnesses to Lessor:

Witnesses to Lessee:

INSERT NAME OF LESSEE

LESSEE

Business Phone Number

Emergency Phone for After Hours

Townville Community Farmers' Market

FOR IMMEDIATE RELEASE

May 30, 2008

Contact: Jane Smith

Market Manager

803-505-5050

MEDIA ADVISORY

WHAT: Grand Opening of the Townville Community Farmers' Market

WHEN: Wednesday, June 14, 2008 - 10 a.m. to 2 p.m.

WHERE: Corner of Main and Oak Streets, Townville, S.C.

WHO: Everyone is invited!!!

Public invited to Grand Opening of Townville Community Farmers Market

TOWNVILLE, S.C. – Mayor John Doe and the City Council invite everyone to attend the grand opening of the Townville Community Farmers' Market at the corner of Main and Oak Streets in Townville, S.C. Hugh Weathers, Commissioner of Agriculture, will be on hand to cut the ribbon at 10 a.m.

Sixteen growers and vendors are primed and ready to sell their products at the Townville Community Farmers' Market. The grand opening will mark the opening of the season. The market will be open each Saturday from 8 a.m. to 12 p.m.

What better way to celebrate summer than with fresh produce for the table and fresh flowers for the garden. Parking will be available in the Bank of Townville parking lot.

To become a vendor or for more information about the Townville Community Farmers' Market, call Jane Smith, market manager, 803-505-5050.

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Townville Community Farmers' Market

FOR IMMEDIATE RELEASE

October 15, 2008

Contact: Jane Smith

Market Manager

803-505-5050

Townville Community Farmers' Market Receives Grant

TOWNVILLE, S.C. — Representative Jim Farmer announced today that the Townville Community Farmers' Market is the recipient of a USDA specialty crops grant. The specialty crop grants program is administered by the South Carolina Department of Agriculture, under the direction of Hugh Weathers, Commissioner of Agriculture.

Representative Farmer, working with Commissioner Weathers, was able to secure the grant to improve the site to make it more consumer and grower friendly. Established in 2008 in downtown historic Townville, the Community Farmers' Market enjoyed a very successful inaugural year, attracting wide community participation. The market also receives support from its partnerships with the Bank of Townville, the City of Townville and Clemson University Extension Service.

"While our funds are limited, we are pleased to provide some assistance to the Townville Community Farmers Market," said Commissioner Weathers. "The market is off to a great start. I want to thank all involved, but I especially commend Representative Farmer for his continued interest in agriculture and his support of the Townville Community Farmers' Market, which helps create opportunities."

The market is looking towards the future with plans to improve signage and establish a Web site with up-to-date information including available produce, vendor participation and special events at the Townville Community Farmers' Market. A new support group, Friends of the Market, has been established to help raise funds for these projects.

The 2009 Market is scheduled to open on May 15th. Any grower who is interested in participating in the market, or anyone who wishes to receive weekly email updates from market manager, Jane Smith, is encouraged to call 803-505-5050.

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Eat Smart Move More South Carolina
PO Box 3007, Irmo, SC 29063
(803) 941-7050
www.eatsmartmovemoreesc.org

This toolkit is funded by the Blue Cross Blue Shield of South Carolina Foundation.