

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
NASHVILLE FARMERS' MARKET
RULES

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1. AUTHORITY

- 1.1. By grant of authority by the Charter of the Metropolitan Government of Nashville and Davidson County (Part I, Article 11, Chapter 7, Section 11.702), the Farmers' Market Board hereby sets forth rules governing the Nashville Farmers' Market. The Farmers' Market Board may amend these rules from time to time as the Board may deem necessary.
- 1.2. The purpose of these rules is to govern Nashville Farmers' Market (NFM) operations, administration, and management as well as NFM licensees.
- 1.3. The Farmers' Market Board shall be responsible for on-going, administrative review and fiscal oversight and for ensuring progress toward strategic objectives set by the Board.
- 1.4. The Farmers' Market Board shall have authority to hear matters brought directly to the Board, and in response to such, the Board shall have authority to issue determinations relating to those matters or to refer them for resolution by means of the review and appeal process established by these rules.
- 1.5. The Farmers' Market Board hereby delegates the general control and supervision of NFM to the Executive Director and such representatives as the Executive Director may authorize.
- 1.6. The Executive Director shall be responsible for operating NFM in accordance with these rules and shall establish and implement such guidelines, policies, and other procedures as the Executive Director deems necessary for the orderly management and operation of NFM in accordance with Metropolitan Government of Nashville and Davidson County (Metro) regulations, industry best practice, and sound business principles.
- 1.7. The Farmers' Market Board hereby grants the Executive Director and such representatives as the Executive Director may designate authority to expel from NFM premises any person, who poses a threat or hazard to the health or safety of NFM staff, customers, or other market licensees. Any such expulsion may be temporary, indefinite, or permanent at the discretion of the Executive Director.
- 1.8. The Farmers' Market Board shall have the authority to grant exceptions to these rules when deemed prudent, appropriate, and in the best interests of the market.

2. DEFINITIONS

- 2.1. Applicant— Individual, business or non-profit seeking approval as a licensee eligible to rent space and do business at NFM.
- 2.2. Event Sponsor— Licensee specifically authorized to rent and occupy assigned NFM space for the purpose of holding a special event.
- 2.3. Farmer— Individual or business concern providing the required support materials to evidence meeting the "farmer" or "local farmer" definition established by NFM policy. Farmers shall agree to and assist with the inspection of their farms by NFM representatives at any reasonable time. Farmers may be represented at the market by employees, agents, or family.

- 2.4. License— Written authorization to rent and occupy assigned space for the sole purpose of selling approved items or service, transacting specified business, or holding a specific event subject to NFM terms and conditions dictated by these rules and policies pursuant to these rules, associated application/license agreement document(s), and any approved lease.
- 2.5. Licensee— Individual, business or non-profit approved as a merchant, event sponsor, *et cetera* who is authorized to rent and occupy assigned space and eligible to do specified business at NFM; a licensee may also be a lessee.
- 2.6. Lease— Formal, long-term, space rental agreement signed by the contract parties, approved by required Metro officials, and filed with the Metro Clerk.
- 2.7. Lessee— Licensee, with a properly approved lease, which confers license to do specified business at NFM in the leased space during the lease period.
- 2.8. Merchant— Licensee authorized to rent and occupy assigned space and eligible to conduct specified retail business at NFM. A merchant may be a farmer, artisan, crafter, non-profit or another type NFM licensee.
- 2.9. Non-Profit— Organization with current 501(c)(3) designation. A non-profit, as a condition of approval as a licensee authorized rent and occupy assigned space eligible to do business at NFM, shall have a clearly stated mission related to education, environment, health, agriculture, nutrition, human services, or other purpose deemed to further objectives of the market. A non-profit must offer for sale approved merchandise or tickets of specified value or offer a specified service. A non-profit may distribute NFM-approved informational materials, but shall not solicit donations or contributions of any type or in any way at NFM.
- 2.10. Temporary Space— NFM rental space that, upon payment and NFM staff assignment, licensees may occupy to conduct business on a daily or longer term basis, but which is not formally leased. Temporary spaces include, but are not limited to shed stalls, Market House floor space, designated dry storage, cooler space, and common area approved for a special event.
- 2.11. Violation— Infraction or non-compliance with any of these rules, policies pursuant to these rules, or application/license agreement term and conditions. A violation, at the discretion of the Executive Director, may result in no action; reprimand; a fine, charge, or liquidated damages; loss of one or more market privileges; or license or lease termination. The determination shall be dependent upon the severity of the violation and the on-going compliance record of the offending licensee.

3. MARKET OPERATIONS

- 3.1. NFM Staff Responsibilities— The Executive Director shall complete or oversee the following responsibilities:
 - 3.1.1. determine, adjust, and publish, as necessary, the days and hours when the various NFM areas are open to the public;
 - 3.1.2. deny approval of any applicant or terminate market privileges of and expel from NFM any licensee if determined, by and at the discretion of the Executive Director, to be in the best interests of the market;
 - 3.1.3. maintain order;
 - 3.1.4. ensure NFM compliance with health and safety regulations applicable to NFM facilities and operations (as opposed to licensee operations);
 - 3.1.5. coordinate NFM volunteers and supporters and all activities promoting NFM and fundraising to subsidize the cost of NFM operations;
 - 3.1.6. maintain current, accurate licensee records;

- 3.1.7. coordinate with regulatory agencies to foster their regulation of licensee business operations and products offered for sale at the market and to facilitate licensee educational opportunities;
 - 3.1.8. collect and account for market revenue;
 - 3.1.9. implement and interpret rules, guidelines, policies, and any other established procedures governing licensees and market operations;
 - 3.1.10. impartially enforce NFM rules, guidelines, policies, and any other established procedures by means of appropriate record keeping, warnings, reprimands, assessments and charges, and suspension and termination of market privileges as deemed appropriate by and at the discretion of the Executive Director;
 - 3.1.11. schedule (*i.e.*, temporarily emphasize or suspend) enforcement activities relating to selected NFM rules, guidelines, policies, or any other established procedures, in due consideration of available enforcement resources, prevalent issues, or other relevant factors and as deemed, by and at the discretion of the Executive Director, to be in the best interests of the market and necessary for its orderly management and operation;
 - 3.1.12. promote NFM by means of the prudent use of media options; and
 - 3.1.13. serve as staff for the Farmers' Market Board.
- 3.2. Independent Parties— NFM and licensees shall be independent parties and not partners or joint venturers and neither shall they hold themselves out to be partners or joint venturers. No agreement between NFM and licensees shall be construed as a partnership, joint venture, or association. The employees or agents of one party (NFM or licensee) shall not be deemed or construed to be the employees or agents of the other for any purpose whatsoever.
- 3.3. Nondiscrimination— It is Metro policy not to discriminate on the basis of age, race, sex, color, national origin, sexual orientation, gender identity, disability or handicap in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in Metro's contracted programs or activities, on the grounds of disability or handicap, age, race, sex, color, national origin, sexual orientation, gender identity, or any additional classification protected by federal or Tennessee constitutional or statutory law. Neither shall any person be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination against protected classes designated by federal or Tennessee constitutional or statutory law in the performance of contracts with Metro or in the employment practices of Metro's contractors. Licensees, as a condition of approval, shall conform with this nondiscrimination standard.
- 3.4. Right of Entry— Notwithstanding any license, lease, or rental agreement, the right to control the operation and management of all NFM facilities shall be reserved for the Executive Director and designees, who shall have the right to enter rented space at any time for any purpose including, but not limited to, pest control or exterminating service; examining or inspecting; facility repairs or maintenance; and, showing the space to prospective tenants.

4. LICENSE APPROVAL

Any individual, business or non-profit seeking authorization to rent and occupy space as assigned and eligibility to do business at NFM shall be subject to the approval of the Executive Director or designee.

- 4.1. Application— All who seek approval to do business or hold an event at NFM in the future (including those whose prior license has expired) shall complete, sign, and submit an application and support documentation as required. Such application shall constitute an agreement between the applicant (if

approved, licensee) and the Metropolitan Government of Nashville and Davidson County Nashville Farmers' Market.

- 4.1.1. Application/Annual License Fee— Applicants, whether new or previously licensed, shall pay a fee, as required by policy established by the Executive Director, when submitting an application for consideration. Said fee shall be non-refundable regardless of whether or not the application is approved.
- 4.1.2. Past Debts— All outstanding debts to NFM, if any, shall be paid in full prior the consideration of an application to become or continue as a licensee.
- 4.1.3. Support Documentation— An approved application document and all required, support documentation, including, but not limited to, certificate(s) of insurance as NFM management may require, must be on file with NFM before an applicant is approved and licensed to rent and occupy space and do business at the market, however exceptions may be granted by and at the discretion of the Executive Director.
- 4.1.4. Application Review— The Executive Director or designee shall be responsible for reviewing applications and making approval determinations in due consideration of:
 - compliance with application requirements;
 - payment of the Application/Annual License Fee;
 - appropriateness of applicants' proposed products or event based on market priorities; and
 - perceived or expressed customer demand and current market supply of products similar to those proposed.
- 4.1.5. Exclusivity— Henceforth, NFM shall not offer to any licensee exclusive rights to sell a product or type of product. However, duplicate products may be disapproved for sale at the market by and at the discretion of the Executive Director or designee, who may approve an application but deny individual products proposed therein (in which case, the approved applicant would be permitted to sell only the approved products).
- 4.2. Approval—
 - 4.2.1. As applicable, lease approval shall be effective only when:
 - all support documentation requirements are met;
 - the lessee, Farmers' Market Board Chair, and Executive Director have signed the lease;
 - required Metro officials have approved the lease; and
 - the lease has been filed with the Metro Clerk.
 - 4.2.2. The Executive Director or designee will inform approved applicants who are granted license, for a limited period, to rent and occupy temporary space as assigned and do business at NFM.
- 4.3. License Continuity—
 - 4.3.1. License to rent and occupy temporary space as assigned and do business at NFM shall continue until license expiration, but shall be subject to and contingent upon:
 - 4.3.1.1. compliance with all NFM rules, guidelines, policies, and any other established procedures, as well as application/license agreement terms and conditions;
 - 4.3.1.2. consistent payment of rent in advance and as otherwise required;
 - 4.3.1.3. appropriate deportment and conduct [of licensees and their employees, family, agents, *et cetera*] at NFM;
 - 4.3.1.4. product quality;

- 4.3.1.5. regulatory compliance as may be reported to NFM;
- 4.3.1.6. suitable NFM customer service; and
- 4.3.1.7. Executive Director determination of good standing.
- 4.3.2. Status as an approved lessee, with license to permanently occupy (during the lease period) designated space and do business at NFM, shall be governed by and contingent upon compliance with the approved lease terms, conditions, and end date.
- 4.4. Expiration/Termination—
 - 4.4.1. The Executive Director shall oversee the ongoing review and evaluation of licensee good standing at the market.
 - 4.4.2. License to rent and occupy temporary space as assigned and do business at NFM, typically, shall expire at the end of the calendar year for which the license is approved and may be terminated for convenience pursuant to a Farmers' Market Board ruling, and for cause by the Executive Director or Farmers' Market Board ruling, upon:
 - 4.4.2.1. instances of particularly egregious infractions, which may result in immediate eviction from the market and expedited action to terminate license; and
 - 4.4.2.2. determinations that licensees are not in good standing based on a review of timeliness of payments due and owing to NFM, infractions or non-compliance, cooperation with NFM staff, and other relevant factors.
 - 4.4.3. The expiration and termination of NFM leases shall be governed by the applicable provisions of said leases.
 - 4.4.3.1. The termination of leases for cause may be initiated pursuant to their relevant terms and conditions by and at the discretion of the Executive Director.
 - 4.4.3.2. The termination of leases for convenience shall be subject to and require Farmers' Market Board rulings.
 - 4.4.4. NFM liability shall be limited to credit for unearned rent in the event of any license termination for convenience.

5. INSURANCE

- 5.1. Licensees shall be responsible for their own general and product liability insurance, and the Farmers' Market Board hereby recommends all licensees to obtain liability insurance.
- 5.2. As may be required by the Executive Director considering the nature of proposed business activities and before license approval, an applicant shall:
 - 5.2.1. obtain (and maintain in full force and effect during the period of the license or lease as applicable) the types and amounts of insurance coverage— such insurance shall be obtained from insurance carrier(s) authorized to do business in Tennessee and having a current, A.M. Best rating of "A-" or higher; and
 - 5.2.2. provide, upon request, current, properly executed certificate(s) of insurance in a form acceptable to the Executive Director— such certificate(s) shall evidence the required types and amounts of insurance and specify named insureds and certificate holders as shall be required.
- 5.3. Licensees, and their employees, agents, volunteers, *et cetera* shall comply with state law relating to liability coverage for motor vehicles and shall, upon NFM management request, provide documentation of said insurance coverage.

- 5.4. No person shall use a tow motor or other motorized equipment for the limited transport of product or supplies at NFM without liability insurance coverage for that equipment as required by the Executive Director. Upon NFM management request, licensees shall provide documentation of said insurance coverage.
- 5.5. Failure to provide proof of any required insurance, at any time during the period of a license or lease as applicable, shall result in the temporary loss of offending licensee privileges to do business at NFM until five (5) calendar days after the required insurance documentation is received, reviewed, and accepted by the Executive Director. Further, if required insurance documentation is not received by NFM management within 30 calendar days of the initial request, the licensee shall be subject to the imposition of surcharges or the permanent loss of license and privileges to do business at NFM.

6. LIABILITY

- 6.1. All merchants and event sponsors licensed to use NFM facilities upon rental shall indemnify and hold harmless NFM, Metro, and the state of Tennessee against and from any and all liabilities, obligations, damages, claims, costs, charges, expenses and judgments (including, without limitation, fees and expenses of reasonable attorneys, expert witnesses, and other consultants) arising out of the activities or use of NFM facilities by both the licensees and their employees, agents, contractors, and invitees and shall assume any and all responsibility and liability therefore. Licensees, as a condition of license approval, shall sign an *Indemnity Agreement* prescribed by the Executive Director.
- 6.2. Any equipment, supplies, merchandise, products, or other property brought onto NFM property by any person shall be at the sole risk of said person. NFM shall assume no responsibility for any damage or loss of personal property. Licensees, as a condition of approval, shall agree to hold NFM harmless from and assume responsibility for any damage or loss of personal property.
- 6.3. Licensees, as a condition of approval, shall agree that NFM shall not be liable for any interruptions or curtailment in utility services, of any type, due to causes beyond NFM control or due to NFM alteration, repair or improvement of market property.
- 6.4. As applicable, licensees assume all production risk in connection with use of NFM facilities, including but not limited to any failure of equipment, machinery, or power source. Under no circumstance shall NFM be liable to licensees for any failure to meet production volume, expected quality, or any other failure relating to a production process.

7. STANDARDS

- 7.1. General Market Operation—
 - 7.1.1. Animals—
 - 7.1.1.1. Live animals shall not be sold or otherwise offered at NFM.
 - 7.1.1.2. Service animals shall be permitted in all NFM areas.
 - 7.1.1.3. Pets must be leashed at all times and shall not be allowed inside the Market House or under the outdoor sheds. Leashed pets are permitted in other NFM areas, provided that owners clean up after their pets.
 - 7.1.2. Gifts, Gratuities, *et cetera*— NFM personnel, maintenance staff, and contractors shall be prohibited from accepting and applicants and licensees shall be prohibited from offering gifts, gratuities, or remuneration of any type, provided that this shall not prohibit the offer and acceptance of a discount or token that may be offered to the general public.
 - 7.1.3. Inclement Weather— NFM shall typically be open to the public rain or shine. However, severe weather conditions could compromise the safety of merchants and visitors especially in open-air venues. In such conditions, NFM may be closed to the public at the discretion of the Executive Director or designee.

- 7.1.4. NFM Logo— No person shall use the NFM logo (in advertising or otherwise) without Executive Director or designee written approval in each instance.
- 7.1.5. Open Flames— Open flames of any type for any purpose shall be prohibited in outdoor NFM areas within the iron fence.
- 7.1.6. Safety— No person shall bring upon NFM property any exhibit, equipment, or vehicles, which, in the sole judgment of the Executive Director or designee, would be or might be harmful or dangerous to persons or property or otherwise incompatible with the structure, systems, and furnishings of NFM facilities.
- 7.1.7. Signage— All signage, banners, *et cetera* on NFM property shall be subject to approval by and at the discretion of the Executive Director.
- 7.1.8. Smoking— The NFM property shall be a smoke free environment.
- 7.1.9. Soliciting, Busking— Soliciting and busking shall be prohibited at NFM without written authorization of the Executive Director or designee in each instance.
- 7.2. Facility Use— The use of any NFM rental space shall be limited to holding an approved event or selling products specifically approved in writing by the Executive director or designee and shall be subject to the following standards.
 - 7.2.1. Abandonment— Any merchandise, equipment, or property of any type left unattended on NFM property longer than 24 hours (or another period as may be set out by an applicable lease) by anyone without a current, approved license and properly rented space or written NFM management permission to do so shall be considered abandoned. The Executive Director or designee may take possession of and treat any such abandoned items as NFM property (using or disposing of said items at will) or store the items at the original owner's sole cost, expense, and risk. NFM shall not be liable for any claim for the value thereof or damages thereto.
 - 7.2.2. Access— After-hours access to NFM facilities may be granted by and at the discretion of the Executive Director or designee, provided that arrangements shall be properly made as required by relevant, NFM policies.
 - 7.2.3. Advance Payment— No person shall occupy NFM space or sell (or offer for sale) any item or service before paying all required fees and rent in full. All rent (and payments of any type) shall be made, accepted, and accounted in accordance with relevant NFM policies and Metro regulations.
 - 7.2.4. Agricultural Product Information— The Executive Director shall establish policy relating to standard consumer information which must be posted by merchants. Merchants shall display information as required by NFM policy with all agricultural products offered for sale. Such information may be posted by means of individual signs or a large sign listing products and associated information. Merchants shall only post product specific information or claim of distinction as directed by policy or approved by and at the discretion of the Executive Director. Failure to post signage as required may result in orders to cease the offending licensee's operations for the remainder of the business day and until the required signs are posted.
 - 7.2.5. Assignment— Licensees shall not assign any rights, sublet, loan, rent, sell, or otherwise convey use of any rented space, except as may be provided in a properly approved, current lease. Further, licensees may not allow another person or entity to conduct business from or otherwise operate within their rented space without prior, written approval from the Executive Director or designee in each instance.

- 7.2.6. Building, Modification— No permanent modification of or other physical attachment to and no structures within NFM facilities shall be constructed, installed, connected, or otherwise fashioned without the written consent of the Executive Director in each instance. The Executive Director may impose design standards, requirements, or other criteria for any such building or modification. Any installation without written consent or failing to meet design standards shall be subject to removal without notice at any time at the cost of the offending licensee in addition of any other penalties which may be imposed.
- 7.2.7. Deliveries and Loading Dock Use— The delivery or shipping of merchandise or other items to and from NFM shall be subject to such guidelines, policies, and any other established procedures as, in the judgment of the Executive Director, are necessary for the proper operation of NFM. All loading and unloading of goods on NFM property shall be done only at such times, in the areas, and through the entrances as may be designated for such purposes.
- 7.2.8. Health and Sanitation— The Executive director shall implement and licensees shall be subject to all such policies and procedures relating to health and sanitation as, in the judgment of the Executive Director, are necessary for the proper operation of NFM and the safety and wellbeing of licensees, staff, and visitors.
- 7.2.9. NFM Property— All NFM property, whether or not made available for use, shall remain upon NFM premises at all times.
- 7.2.10. Product Display— Licensees may only display products which they are approved sell at NFM.
- 7.2.11. Product Quality— All products stocked and sold by licensees shall be fresh, where applicable, and wholesome. Agricultural products that are rotten, moldy, extremely dirty, or having other characteristics that may pose a health threat shall be prohibited and shall not be sold or displayed at NFM. Any documented failures to meet federal, state, or local regulatory requirements (including packaging and labeling) that may be reported to NFM management shall make the offending licensees subject to disciplinary actions up to and including the loss of market privileges or license to do business at NFM.
- 7.2.12. Prohibited Items— The sale or display of the following shall be prohibited:
- items that violate federal, state, or local laws;
 - stolen or counterfeit items;
 - medications of any type;
 - live animals and birds;
 - fireworks;
 - weapons (*i.e.*, anything that in the manner of its intended use is capable of causing death or serious bodily injury); this prohibition shall not extend to knives manifestly designed and made for culinary purposes or table use; and
 - items that, at the determination of the Executive Director or designee, could be found objectionable by a reasonable person (*e.g.*, items that condone, depict, or display nudity, racism, sexism, *et cetera*).
- 7.2.13. Property Damage— Licensees shall be financially responsible for the cost of repairs or replacements for any and all damage to or loss of any NFM property or equipment as well as the property of any person resulting from their activities or those of their employees, agents, family, contractors, or invitees. NFM property shall include, but is not limited to, buildings, grounds, fences, gates, doors, vehicles, and other NFM-owned items.
- 7.2.14. Rent— Rent shall be due and payable at the rates current at the time of the payment and applicable to the subject rental space. The Farmers' Market Board shall set and adjust rental rates periodically pursuant the Executive Director's recommendation based on an impartial methodology designed to result in NFM revenues adequate to meet expenses.

- 7.2.15. **Rented Space**— Licensees shall:
- 7.2.15.1. confine merchandise, equipment, and property of any type within the confines of their own rented space; and
 - 7.2.15.2. ensure the on-going cleanliness and housekeeping of rented space in conformity with standards established by the Executive Director.
- 7.2.16. **Special Activities**— Any activity not related to the routine, everyday actions necessary for retail operations shall require the advance, written approval of the Executive Director or designee.
- 7.2.17. **Surrender of Rental Space**— At the end of each period for which licensees have properly paid rent, licensees shall surrender the rented space in the same condition, ordinary wear and tear excepted, and cleanliness as when they took possession and shall be responsible for the costs of any cleaning or repairs deemed necessary by the Executive Director or designee. If licensees fail to surrender rental space within 24 hours after the period for which they paid rent, NFM staff may consider all effects remaining therein as abandoned and act accordingly.
- 7.2.18. **Traffic and Parking**— Traffic, parking, and the movement of vehicles or rolling equipment of any type on NFM property shall be subject to such policies and procedures as, in the judgment of the Executive Director, are necessary for the proper and safe operation of NFM.
- 7.2.19. **Utilities**— Usage of NFM-paid utilities by any party shall be limited to those usages that are approved by the Executive Director or designee and any such utility use shall comply with all relevant NFM policies and procedures.
- 7.3. **Licensee Conduct**— Licensees and their employees, agents, volunteers, *et cetera* shall conduct themselves in a professional, business-like manner and cooperate with NFM staff at all times. Department will be an on-going factor in determinations of licensees' good standing to continue doing business at NMF. Professional standards that shall be applicable include, but are not limited to, the following.
- 7.3.1. **Acceptance of Responsibility**— Licensees, as a condition of approval, shall accept responsibility for the conduct and actions of themselves and all persons working on their behalf at NFM including, but not limited to, their employees, agents, family, and volunteers.
 - 7.3.2. **Alcoholic Beverages and Other Controlled Substances**—
 - 7.3.2.1. At all times and in all instances, the sale and consumption of alcoholic beverages at NFM shall be in accordance with the approval and regulations of all state and local government regulatory agencies charged with the oversight thereof.
 - 7.3.2.2. Additionally, no alcoholic beverages shall be kept, bought, or sold in any rental space or other NFM location except pursuant to a current lease or as may be approved for an event. NFM approval relating to alcoholic beverages shall not indicate or otherwise imply regulatory approval or compliance, which is not within NFM purview.
 - 7.3.2.3. No illegal substances shall be consumed, kept, bought, or sold in any rental space or other NFM location.
 - 7.3.3. **Communications**— Verbal and non-verbal communications of licensees, and their employees, agents, volunteers, *et cetera* shall be respectful and courteous. The use of discourteous, harassing, intimidating, threatening, insulting, or abusive language, gestures, *et cetera*, either in person or by electronic/digital means, shall be prohibited.
 - 7.3.4. **Crime Prevention**— Licensees shall agree to report theft, vandalism, or any other crime they observe or involving any of their property at NFM, and cooperate with the Metropolitan

Nashville Police Department in the investigation and prosecution of any crime at the market (in the capacity of a witness or victim and pressing charges as applicable).

- 7.3.5. Customer Service— Licensees shall be responsible for responding to and reasonably addressing customer complaints. If licensee complaints are lodged with the NFM business office, NFM staff shall forward the information to the respective licensees and keep a record in the respective licensees files. Multiple customer complaints about a licensee shall be a consideration in determinations of good standing.
- 7.3.6. Honest Representation— Licensees, and their employees, agents, volunteers, *et cetera* shall represent products and NFM in an honest manner, whether written or verbal. Licensees shall not disparage other NFM merchants or their products. Fraudulent, dishonest, or deceptive practices, which may reasonably upset market operations, mislead consumers, or damage other market merchants' businesses through lost sales, shall be prohibited.
- 7.3.7. Hawking— Hawking and interrupting customer/merchant exchanges shall be prohibited. Additionally, Licensees shall not stand or walk around in market common areas to provide samples or otherwise direct or entice customers.
- 7.3.8. Gambling— Gambling shall be prohibited.
- 7.3.9. Physical Altercations— Any person who engages in physically threatening behavior or violence at NFM against employees, other merchants, visitors, or NFM personnel, maintenance staff, and contractors shall be expelled from NFM property and shall remain off the premises pending the outcome of an associated investigation and determination.
- 7.3.10. Promotional Material— No person shall distribute or post promotional material at NFM without Executive Director or designee written approval. Promotional material may, however, be posted, without written approval, on NFM bulletin board(s) placed by market management for that purpose.
- 7.3.11. Reporting Issues or Problems— Licensees must report any issues or problems in a timely manner. Matters that are not reported promptly may be difficult to address satisfactorily.
- 7.3.12. Quiet Enjoyment— Licensees shall not commit or allow their employees, agents, volunteers, *et cetera* to commit any nuisance, disturbance, or other act (including those involving odor or sound) that could reasonably be found offensive by or otherwise disturb the quiet enjoyment of other merchants or their employees, agents, or invitees.

8. LEGAL AND REGULATORY COMPLIANCE

- 8.1. NFM staff may intermittently offer information relating to or in support of licensees' business activities, however NFM is not intended to serve as a source of comprehensive business consultation and shall not be, in any way, responsible for licensee adherence to governmental and regulatory requirements relating to their businesses.
- 8.2. NFM's relationship with licensees shall be that of a landlord. It shall not be within the range of NFM operations, duty, control, or authority to inspect, police, or otherwise regulate the business, activities, or products of applicants or licensees on behalf of other governmental entities having specific, statutory authority and responsibility to do so.
- 8.3. Notwithstanding the foregoing, applicants and licensees shall be responsible for informing themselves about and complying with all regulations, licensing requirements, *et cetera* governing their businesses and activities as well as the production, packaging, labeling, display, distribution, sampling, and sale of their products. Applicants and licensees shall:
 - 8.3.1. comply with all such metropolitan ordinances, health and building codes, and local, state, and federal laws as may be applicable to business conducted within and the use of NFM premises;

- 8.3.2. meet all requirements and maintain all licenses, permits, certificates, and any other approvals or documentation, which may be required to properly and legally conduct business at or otherwise use NFM premises; and
- 8.3.3. pay all taxes, fees, and charges required by any governmental authority in connection with their use of NFM premises.

9. RULE AND POLICY COMPLIANCE

- 9.1. Licensees shall observe and comply with NFM rules and policies. All violations of NFM rules and policies shall constitute a breach of license to operate at the market, and each, on a case by case basis, may result in temporary or permanent loss of any or all NFM privileges; and/or associated charges, fees, or liquidated damages.
- 9.2. NFM management shall record identified instances of non-compliance with NFM rules and policies as well as any documented failure to meet federal, state, or local regulatory requirements that may be reported to NFM management. Said compliance records shall be considered in determinations of good standing as a NFM licensee.
- 9.3. Notwithstanding the fact that any NFM rule or policy violation may subject the offending licensee to the immediate closure of operations and termination of license to do business at NFM with no rent refund or reduction, the Executive Director shall establish a *Compliance Enforcement Policy* to foster conformity with NFM rules and policies. Said policy shall include a schedule of selected, common infractions along with associated, optional actions that may be taken by and at the discretion of the Executive Director or designee in response to a violation (*i.e.*, potential ramifications of non-compliance).
- 9.4. Licensees, as a condition of approval, shall agree to pay NFM any costs and expenses (including a reasonable sum for legal fees, whether or not suit be brought) of enforcing these rules and policies pursuant to these rules in the event that they fail to comply.

10. REVIEW AND APPEAL PROCESS

Should any licensee have a grievance of any type or wish to protest a determination of any type by NFM contractors, staff, management, or Executive Director, that Licensee shall adhere to the following process if the matter and possible redress is to be formally deliberated. Nothing in these rules shall be construed to limit or abridge a licensee's right to take matters directly to the Farmers' Market Board.

10.1. Review—

- 10.1.1. In all cases, the grievant shall submit a written protest statement clearly detailing the complaint or prior decision for which a Review is requested along with supporting arguments.
- 10.1.2. The grievant shall submit the protest statement to the Executive Director within thirty (30) calendar days of the subject incident or determination.
- 10.1.3. The Executive Director shall make a good faith effort to resolve the protest matter within ten (10) calendar days, and by that date, shall issue a written response or determination to the grievant or, if additional time is needed to address the matter, a written explanation of next steps.
- 10.1.4. If a Review Level determination was not completed within ten (10) days, the Executive Director shall issue a final written judgment to the grievant within twenty (20) calendar days of protest statement receipt.

10.2. Appeal—

- 10.2.1. If a grievant wishes to appeal the Executive Director's Review Level judgment, or if the Executive Director fails to render a written judgment within twenty (20) calendar days of

protest statement receipt, the grievant may submit a written, appeal statement clearly detailing the pertinent facts of the subject matter.

- 10.2.2. The grievant shall submit the appeal statement to the Executive Director or to the Farmers' Market Board Chair within thirty (30) calendar days of the Review Level judgment or failure to render a timely judgment.
 - 10.2.3. The Executive Director shall forward copies of related documentation (if any) to the Farmers' Market Board members and include the appeal as an item on the agenda of the next regular meeting of the Farmers' Market Board.
 - 10.2.4. The Farmers' Market Board shall render an appeal decision at the first regular meeting of the Farmers' Market Board after members' receipt of the appeal materials or may defer the appeal decision until the following regular meeting of the Board. In all cases, the Farmers' Market Board shall render an Appeal Level decision within seventy-five (75) calendar days of members' receipt of the appeal materials.
- 10.3. Chancery or Circuit Court— If not satisfied with a Farmers' Market Board Appeal Level decision, a grievant may further appeal the decision by petitioning for a *writ of certiorari* with the Davidson County Chancery or Circuit Court. Such appeal must be filed within sixty (60) days of the date of the Board's decision. To ensure that an appeal is filed in a timely manner, and that all procedural requirements have been met, any grievant is hereby advised to seek independent legal counsel.