



Common Ground Country Fair

September 25, 26, & 27, 2026

Guidelines and Policies for Youth Enterprise Zone (YEZ)
and Youth Enterprise Transition Zone (YETZ) Vendors

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The Common Ground Country Fair has the right to close any exhibit or booth, or require the removal of any item from an exhibit or booth, that fails to comply with the guidelines set forth.

Please familiarize yourself with these. Thank you.



Youth Enterprise Zone & Youth Enterprise Transition Zone Guidelines

Common Ground Country Fair

September 25, 26 & 27, 2026

Coordinators: Rose Whitehead, Autumn Joy Jackson, Ceiba Crow

Purpose: The purpose of the Youth Enterprise Zone (YEZ) and the Youth Enterprise Transition Zone (YETZ) is to provide opportunity and space for Maine youth to show and sell their original wares that embrace the mission and goals of MOFGA and the Common Ground Country Fair (CGCF); to gain hands-on business experience; and to tell, demonstrate or show their process through photographic display in order to educate and inspire all fairgoers.

Guidelines:

1. YEZ is open to applicants ages 11 - 17. YETZ is open to applicants ages 18 - 21. All ages are as of Fair time.
2. YEZ/YETZ is open on Friday and Sunday of the Fair weekend.
3. Vendors are provided space under a large tent.
4. YEZ/YETZ Vendors must be the creators or producers of articles for sale.
5. YEZ Vendors must be sponsored by an adult. Adult sponsors are encouraged to play a supporting role in the youth vendor's enterprise, but to leave the actual creative, production and business work to the youth vendor. Helping to set parameters, driving to get materials, providing guidance along the way is the sort of help that is encouraged. Actively participating in the design, production and selling of the products is not. During the Fair, adult sponsors may help with set-up; on-site troubleshooting and advice; and help with breakdown/clean-up. The area is intended solely for youth artisans and vendors.
6. YETZ participants are responsible for all aspects of running their booth.
7. YEZ/YETZ Vendors are responsible for set-up and clean-up of their booth, and must be able to be in their booths from 9:00 am to 6:00 pm on Friday and 9:00 am to 5:00 pm on Sunday, even if they run out of product.
8. Vendors must demonstrate and/or have educational displays about how they create or produce their wares. Sharing this knowledge can also be fun! For example, simple panels with photos and captions in a prominent place will draw the curious.
9. All items – whether food, farm products, or crafts – for sale should incorporate sustainably and organically produced resources from Maine to the extent possible.
10. The Common Ground Country Fair gives preference to applications listing products that comply with the spirit and letter of MOFGA's mission and the CGCF guidelines.
11. YEZ products may not contain polymer clays and may not contain plastic resin except when being used as part of a product that contains 50% or more natural or recycled materials.



12. Vendors intending to offer food may not bake or cook food at the Fair. Food vendors in YEZ /YETZ are subject to the same standards as food vendors elsewhere at the Fair, including:

- All food products sold at the Fair must be organic and produced in accordance with MOFGA's Food Policy.
- A Food Ingredient Form must be included with the application. Available online on the Youth Enterprise Zone application.
- All food vendors must have general liability and completed operations insurance coverage with \$2,000,000 general aggregate and \$1,000,000 for each occurrence for the duration of the Fair, including during the vendor's move-in and move-out; name MOFGA as Additionally Insured; and provide a Certificate of Insurance to MOFGA by June 1. MOFGA reserves the right to change this coverage requirement.
- If you would like more information about the Fair insurance requirements and additional insurance resources, please reach out to the Fair office.

(Neither a mobile food vendor license or a commercial kitchen license is required to sell food items as a YEZ/YETZ vendor, but proper food preparation, handling and storage practices are necessary. If you intend to offer any food item at the fair, we strongly encourage you review the Maine Department of Agriculture's regulations on Home Food Manufacturing to familiarize yourself with safe food handling practices. For your convenience, we have included these in the Guidelines packet.)



MOFGA Food Policy As of October 23, 2016

The food offered at all MOFGA events embraces MOFGA's mission "The Maine Organic Farmers and Gardeners Association is a broad-based community that educates about and advocates for organic agriculture, illuminating its interdependence with a healthy environment, local food production, and thriving communities." *

The food offered emphasizes seasonally available ingredients. Whenever possible, the ingredients are produced organically in Maine. Ingredients not subject to organic guidelines are produced or harvested sustainably. Ingredients produced or grown outside of Maine reflect MOFGA's commitment to support "sustainable, organic farming regardless of geographic boundaries. MOFGA is committed to building relationships, when appropriate, with farmers and movements who share our mission."**

* Statement of Purpose, MOFGA Bylaws. January 2018

** Policy adopted by the MOFGA Board at the June 2007 meeting.

Decision Tree: When considering the use of any ingredient in your menu item or food product, ask these questions to determine if that ingredient may be used.

1. Is the ingredient/item organic and produced in Maine? If so, use it.
2. If not, is there a reasonable substitute that is organic and produced in Maine? If so, use it.
3. If not, is the ingredient grown or harvested sustainably in Maine? If so, use it.
4. If not, do farmers who share our mission produce the ingredient/item organically outside of Maine? If so, use it.
5. If not, do farmers who share our mission produce the ingredient/item sustainably outside of Maine? If so, use it.
6. If not, don't use it.

We define a sustainable food and agriculture system as one wherein:**

- fertility of our soil is maintained and improved through the use of natural organic materials, such as compost, and through the addition of organic minerals
- toxic substances, such as sewage and industrial by-waste, are not used in any aspect of food production
- seeds and plants or animals derived through the use of genetic engineering are not used in any aspect of food production, including livestock feed
- availability and quality of water are protected and enhanced
- practices are safe and healthful for workers, communities, and consumers
- practices protect the diversity of both plants and animals and the welfare of farmed and wild species
- livestock have access to the outdoors are able to express natural animal behaviors and movement. They are not given growth hormones, antibiotics, or other synthetics for disease prevention or growth except upon veterinarian diagnosis for worming (this also pertains to fish)
- practices do not include the use of synthetic fertilizers or pesticides
- practices conserve the flow of energy and the discharge of waste
- practices enable us to produce healthful food without compromising future generations' ability to do the same

***Definition adopted by the MOFGA Board at the October 2016 meeting.



Fiber at the Common Ground Country Fair

Statement of Purpose: The fiber at the Common Ground Country Fair emphasizes Maine-grown/raised fiber. Whenever possible, fiber is to be grown/raised and processed by the farmer. Unless otherwise noted in the specific area guidelines, all animal fiber must be from the state of Maine. Chemically treated fiber, such as Superwash, is not allowed. Incorporating synthetic glitz into fiber items is not allowed.

Statement of Preference: The person who spins, and/or weaves or knits over the one who purchases yarn; the one who uses natural dyes from native & cultivated plants over synthetic; the one who uses unbleached fiber over the one who uses bleached fibers; the one who weaves or hand paints over the one who sews with purchased material; the one who prints on clothing they made over the one who prints on ready-made clothing; the one who uses natural fibers over the one who only uses synthetic fiber.

Guidelines:

- Applicants are required to name their fiber & processing sources and must produce receipts upon request to verify their sourcing.
- Participants are required to label each group of animal fiber items for sale for fiber content and origin if any of the fiber content is not Maine raised, even if processed in Maine. Individual items need not be labeled.
- Participants are encouraged to include educational displays about their fiber's sources and processing.



THE MAINE ORGANIC FARMERS AND GARDENERS ASSOCIATION

Mission: Transforming our food system by supporting farmers, empowering people to feed their communities, and advocating for an organic future.

Vision: MOFGA's vision is a future where local organic farming nourishes all people, and sustains thriving ecosystems, healthy communities, and fair economies. We'll accomplish this through our mission to transform our food system by supporting farmers, empowering people to feed their communities, and advocating for an organic future.

GENERAL GUIDELINES FOR THE COMMON GROUND COUNTRY FAIR

Each year, the Maine Organic Farmers and Gardeners Association (MOFGA) hosts the Common Ground Country Fair (CGCF), which takes place on the third weekend (Friday, Saturday and Sunday) after Labor Day. The following guidelines apply to all people attending the Fair in any capacity.

1. Pets are not permitted on the fairgrounds or in the Fair parking areas. Animals tied to trees or cars, or left within vehicles (whether locked or not), may be removed by the local animal control officer.
2. No smoking on the fairgrounds, except for the designated smoking area across from the Fair Office.
3. Fair participants may not build fires without written permission from the CGCF office.
4. The CGCF follows Maine laws regarding public drinking of alcohol and use of controlled substances on the fairgrounds and in the Fair parking lots.
5. Audio and video devices audible to the general public are prohibited on the fairgrounds unless they are part of a CGCF-approved demonstration.
6. All demonstrations must be approved by the CGCF office. Busking is not allowed.
7. Do not feed livestock or other display animals unless tending to your own animals.
8. Skateboards, bicycles or other unauthorized wheeled vehicles are prohibited on the fairgrounds.
9. Kites are not allowed. Drones are not allowed unless specially authorized by the CGCF Office in writing.
10. Unauthorized possession of firearms, weapons, or explosives is not allowed on the fairgrounds.
11. The CGCF office assumes no liability for damage to or loss of personal property.
12. Harassment (verbal, physical, or sexual) and physical altercations are not allowed.

Statement of inclusion - MOFGA strives to promote organic food and a sustainable farming community that is inclusive of all people that validates diverse identities including race, class, ethnicity, tribal affiliation, disability, gender identity, sexual orientation, or beliefs. We urge all exhibitors and presenters to consider their participation through the lens of race, equity, social justice, and supportive local food systems. We expect all attendees to be courteous, respectful and to refrain from inappropriate language, humor, gestures, or statements that discriminate against any individual or group.

If attendees are not abiding by the Guidelines, MOFGA Directors shall take actions to address and change the attendee's behavior. MOFGA reserves the right to ask attendees to leave the premises at any time and, to the extent their conduct constitutes a violation of law, may be subject to arrest. If an attendee is asked to leave or chooses to leave, refunds will not be given. In the event of a dispute, the decision of the MOFGA Directors will be accepted as final.



GUIDELINES FOR ALL DEMONSTRATORS, EXHIBITORS AND VENDORS

Henceforth, the words “vendor” and “vendors” refer to “demonstrator(s)” and “exhibitor(s)” as well.

The Common Ground Country Fair has the right to close any exhibit or booth, or require the removal of any item from an exhibit or booth that fails to comply with the guidelines set forth.

Application Process

1. A non-refundable application fee must accompany each application (with the exception of Youth Enterprise Zone applications) for booth space in commercial areas.
2. Interested vendors must apply each year.
3. Area Coordinators determine application deadlines for respective areas. The Fine Art and Craft Market Coordinators do not accept applications postmarked after their established deadline. Other Area Coordinators process timely applications before late applications, allocating space first to timely applicants. Late applicants receive space if available.
4. A late fee may be applied to late applications.
5. Area Coordinators review vendor applications each year and give preference to vendors in good standing who meet respective area guidelines. The “vendor in good standing” guideline does not apply to areas where juries review applications for quality.
6. Failure to meet application and/or contract fee deadlines will result in forfeiture of booth location and/or booth space.
7. Area Coordinators, in consultation with MOFGA staff, may refuse to accept any vendor who does not meet the Guidelines of MOFGA, the CGCF, or the Area itself.
8. The CGCF office does not grant vendors exclusive rights to sell any particular item.
9. Vendors must reside in Maine and represent Maine-based businesses or organizations. The CGCF accepts goods and services not made in Maine if they are important to the quality of rural living and are not yet available from a Maine-based business or organization.
10. Area Coordinators give preference to applicants who make their products with sustainably harvested, natural resources from Maine. When a product made in Maine depends upon materials or components from elsewhere, its approval will depend upon the need it fills, the value added by the Maine worker who makes it and the source of the materials or components. Examples of products not made in Maine but acceptable if they contribute to the quality of rural living are: books; farming and gardening tools; cotton fabric; soil supplements; hardware; animal feeds; home heating units for renewable energy sources; and tractors, rototillers, and accessories. Examples of unacceptable products not made in Maine are: those making no essential contribution to the quality of rural living; those detracting from Maine’s becoming more self-sufficient; or those which exploit producers or consumers.
11. Vendors must list on their application all items and services that they wish to sell. Items and services listed on the application must relate directly to the area to which the vendor applies. Vendors serving or selling any food item or sample that is not certified organic must submit an Ingredient Form with their application. The CGCF will not permit the sale of items not listed or approved on the applications. The CGCF requires vendors to remove such items from booths immediately. Vendors may not take orders for display items that are not approved for sale.
12. Vendors may sell their own business T-shirts, but may not sell T-shirts of other businesses or organizations. The CGCF restricts sales of other promotional products.
13. Vendors may not share booth space. Each business or organization must apply for booth space separately.
14. Vendors needing any amount of electricity must fill out electricity request forms and return them to the CGCF office by the contract deadline. Vendors needing electricity in excess of an amount designated by the CGCF Electrical Coordinator must pay for it. Payment is due by the respective area contract deadline.
15. Vendors wishing to be listed in the directory of Fair participants must fulfill contract or registration obligations by respective area deadlines.
16. Applicants must answer all questions on their area application forms. Area coordinators may ask applicants for clarification on questions answered unclearly. Area coordinators reserve the right to reject applicants who fail to provide requested clarification.



17. The CGCF does not accept applications from network or multi-level marketing businesses.

Participation in the Fair

1. Vendors agree to make no misrepresentations, implicit or explicit, about the nature of their businesses, the nature of their products and services offered or their ethnic and/or cultural backgrounds.
2. While we appreciate the skill of all craftspeople, applications for Wabanaki-Style baskets, such as strawberry, corn, sweetgrass, pack baskets, or baskets with curl work, produced by non-Wabanaki makers do not align with our mission-driven sourcing criteria and will not be accepted.
3. All MOFGA-certified growers and processors are eligible to receive a \$10/day reduction in vendor booth fees for all areas of the CGCF.
4. All food or ingestibles served or sold at the CGCF, even free samples, must adhere to the MOFGA Food Policy.
5. All non-certified organic garlic sold at the CGCF should be labeled not certified organic garlic.
6. Only MOFGA/CGCF may have a raffle on the fairgrounds. All other raffles, free or otherwise, are prohibited.
7. Food and meals served by the Common Kitchen are for use by current CGCF volunteers only.
8. Vendors who camp in their booths must contact the Fair office to get a permission form and must attach the form to the outside of their booths for the evening. Vendors may not camp elsewhere on the fairgrounds. Only vendors or associated staff may camp in vendor booths.
9. The State of Maine requires the CGCF to send a list of commercial vendors and their tax ID numbers to the state tax office. Vendors are responsible for reporting earnings and workers' pay to the IRS and the State of Maine.
10. Vendors assume all risk for their property. Neither the CGCF nor MOFGA will be responsible for any loss or damage from any cause.
11. MOFGA, doing business as the CGCF, disclaims any authority of control over the operation of vendors. Vendors assume all rights and responsibilities for the conduct of their operations including, but not limited to: obtaining liability and general coverage insurance for vendor-related activities and adhering to all local and state ordinances and regulations. MOFGA does not have separate vendor coverage under any insurance it may maintain.
12. Vendors must have general liability and completed operations insurance coverage with \$2,000,000 general aggregate and \$1,000,000 for each occurrence for the duration of the Fair, including during the vendor's move-in and move-out; name MOFGA as Additionally Insured; and provide a Certificate of Insurance to MOFGA by June 1. MOFGA reserves the right to change this coverage requirement.
13. In the event of a dispute, the decision of the CGCF officials will be accepted as final.

Passes

All vendors and personnel are required to have a gate pass for admission to the Fair. The CGCF provides a limited number of gate passes for vendors. Vendors may purchase additional tickets in advance from the Fair office. Vendors and staff without passes will not be granted admission to the Fair.

Booth Operation

1. Vendors must set up booths and be ready for business by 8:45 a.m. each day of the Fair.
2. Vendors must staff their booths for the duration of the Fair—from 9:00 a.m. to 6:00 p.m. on Friday and Saturday, and from 9:00 a.m. to 5:00 p.m. on Sunday.
3. Vendors should bring an adequate amount of food or merchandise to last through the entire Fair.
4. The CGCF assigns booth spaces to vendors. Vendors may not change booth location or designated boundaries of any booth space. Vendors must place all supports within the boundaries of their assigned booth spaces.
5. Vendors must restrict their activities to their booth spaces. The CGCF prohibits hawking of wares.



6. Vendor contracts are for space only. The CGCF does not supply tables, chairs, or other booth supplies *unless otherwise specifically stated in that Area's Guidelines*. Vendors should prepare for dirt/grass floors in tents and outside vendor locations.
7. Vendors must make their booths as attractive as possible. Vendors may not use plastics (clear, colored, or poly-tarps) in the construction of booths. The only exception to this is rip-stop nylon. Preferred materials include canvas, denim and cotton. Vendors may cover booths with plastic tarps at night, but must remove them by 8:00 a.m. daily.
8. Be prepared for inclement weather.
9. Only Vendors or associated staff are permitted in the area behind the booth, "backstage area", throughout the duration of the Fair.

Move-in/Move-out

1. Vendors may set up booths all day Thursday before the Fair weekend, or before 8:00 a.m. on Friday of the Fair. Vendors needing to set up before Thursday should make arrangements with their Area Coordinators.
2. The CGCF restricts vehicle movement on the fairgrounds. The CGCF prohibits vehicles from entering the fairgrounds after 8:00 a.m. on Friday, Saturday and Sunday. All vehicles already on the fairgrounds must exit by 8:30 a.m. Vehicles may return to the fairgrounds once the All Clear has been given and the Gates have been opened by Safety. Friday and Saturday. On Sunday, all Vendors must wait till the Fair Safety Coordinator gives permission to move onto the grounds when all Fairgoers have left. Please note this re-entry time will vary due to conditions on the fairgrounds.
3. Vendors must obtain permission from the MOFGA's Facilities Coordinator before digging any holes. Vendors must fill in holes before leaving the fairgrounds.
4. Consult with your Area's Guidelines for the time your booth needs to be cleaned up and removed from your exhibition area.

Utilities

Water and/or electricity are not available in all areas or booth locations on the fairgrounds.

Electricity

1. The CGCF provides electricity, where available, for a fee to vendors.
2. Vendors needing electricity must indicate such on their application and, if accepted, submit an electricity request form and payment with their contract.
3. Vendors must bring suitable panels, cords and outlet strips to meet their electrical needs.
4. The CGCF encourages electricity conservation. Using light-emitting diode (LED) lights will cut consumption dramatically.

Water

Vendors needing water must contact their area coordinator to determine whether the CGCF can meet their needs.

Cooking/Heating Equipment and Propane

1. Any participant using cooking equipment must have an appropriate fire extinguisher. Any vendor who serves food must have a 20 BC-minimum fire extinguisher. The CGCF encourages all vendors to obtain 40 BC-minimum extinguishers.
2. Cooking is only allowed in designated areas with 1lb propane or butane cylinders. No solid fuel may be used without permission. Food vendors wishing to use propane or butane tanks greater than 1lb must receive Fair Office approval, must pass the state onsite inspection before operating cooking equipment, and must operate in an approved area.
3. Per State of Maine regulations, propane tanks must be secured firmly on a hard, non-combustible surface, i.e. cement blocks, tin, etc... Vendors must supply their own surface on which to secure tanks—the ground alone does not suffice. The Fire Marshall will check for compliance.



Compost and Recycling

CGCF strives to produce Zero Waste. To that end, all waste at the Fair is sorted for compostable and recyclable materials by our Compost and Recycling volunteers. To assist in these efforts:

1. Vendors must separate all of the trash they generate into compostable/non-compostable waste and take the waste to the CGCF recycling area daily (not public Resource Recovery Stations).
2. Vendors shall break down and clean cardboard boxes of tape, staples, etc., tie them in bundles, and take them to the CGCF recycling area, or take them home.
3. Vendors must take their entire booths -- including carpets, display racks, storage containers, zip ties and decorations -- home with them. All booths must be taken down by Monday night unless special arrangements have been made with the vendor's Area Coordinator.
4. Vendors that leave trash in their area risk non-acceptance at future Fairs.

Cancellation Policy

1. The CGCF makes no refunds for cancellations made after August 1.
2. The CGCF makes no refunds in the event of inclement weather.

Updated: 3/18/26



01-001 DEPARTMENT OF AGRICULTURE, CONSERVATION AND FORESTRY DIVISION OF REGULATIONS

Chapter 345: HOME FOOD MANUFACTURING

SUMMARY: The purpose of this chapter is to set forth standards for licensing and regulations for home food manufacturing, including shellfish processing.

1. Definitions

For purposes of this chapter and unless the context otherwise indicates, the following words shall have the following meanings.

- A. "Corrosion resistant material" means those materials that maintain their original surface characteristics under prolonged influence of the food to be contacted, the normal use of cleaning compounds and bactericidal solutions, and other conditions of the environment.
- B. "Department" means the Maine Department of Agriculture, Conservation and Forestry.
- C. "Food contact surfaces" means those surfaces of equipment and utensils with which food comes in contact, and those surfaces from which food may drain, drip, or splash back onto surfaces normally in contact with food.
- D. "Food" means articles used for food or drink for man, chewing gum and articles used for components of any such article.
- E. "Home food manufacturing" means an establishment in the home in which food is processed or otherwise prepared and packaged for human consumption and offered for sale directly to the consumer or through other distribution methods.
- F. "Kitchen" means a room, place or equipment for the preparation and cooking of food.
- G. "Potentially hazardous foods" means any perishable food or food product which consists in whole or in part of milk or any other ingredient capable of supporting rapid and progressive growth of infectious and toxigenic microorganisms including, but not limited to, cream fillings. in pies, cakes or pastries; custard products; meringue topped bakery products; or butter cream type fillings in bakery products.

2. Premises

- A. The grounds of the outer premises of the home shall be reasonably clean and well drained, free from any materials or conditions that create rodent, bird and/or insect harborage and free from other nuisances and sources of contamination.
- B. Sewage and waste water shall be disposed of in a sanitary manner.

3. Kitchen Construction and Design

- A. Food preparation shall be done only in an area which will assure the production of a wholesome, uncontaminated product.
- B. All doors and windows in the preparation area shall be provided with screens.
- C. Floors shall be smooth and kept in a clean and sanitary condition at all times.
- D. Walls and ceilings shall be constructed so as to be readily cleanable. They shall be kept clean and in good repair.
- E. All food contact surfaces shall be of a nonabsorbent, corrosion resistant material such as stainless steel, formica, or other chip resistant, nonpitted, surface.

4. Equipment and Utensils

- A. Equipment and utensils shall be adequate for their intended use.
- B. Equipment shall be designed to prevent food contamination.



C. Equipment and utensils shall be kept in a clean, sanitary condition at all times.

5. Sanitary Facilities and Controls

A. There shall be an adequate supply of hot and cold water under pressure. A two bay sink made of corrosion resistant material shall be used. These facilities shall be provided in or adjacent to the food preparation area.

B. Private water supplies shall be tested yearly.

C. The food contact surfaces of all equipment and utensils shall be sanitized as necessary to prevent contamination. Sanitization shall be accomplished by one of the following methods; (1) immersion for at least one-half (2) minute in clean, hot water at a temperature of at least 170E F; or (2) immersion for at least one minute in a clean solution containing at least 50 parts per million of available chlorine as a hypochlorite and at a temperature of at least 75E F; or (3) immersion for at least one minute in a clean solution containing at least 12.5 parts per million of available iodine and having a Ph not higher than 5.0 and at a temperature of at least 75EF. Utensils and product contact surfaces of equipment which cannot be immersed shall be sanitized by rinsing with one of the three solutions described in this paragraph.

D. Toilet facilities shall be maintained in a sanitary condition and kept in good repair. In all new construction, doors shall not open directly into the food preparation area.

E. No animals or birds or uncontrolled children shall be allowed in the food preparation area.

F. Provision shall be made for proper disposal of waste in covered, fly tight, metal or plastic containers.

G. No tobacco shall be used in any form during the processing of food.

6. Food Protection

A. Potentially hazardous foods shall be refrigerated at a temperature of 45E F or below. Frozen foods to be kept at a temperature of 0E F or below.

B. All food products shall be wrapped, or if unwrapped, covered by an enclosed display case or jar with cover.

C. Only new glass containers, or home canning glass containers designed and intended for reuse, shall be used for the packaging of foods that are offered for sale. Reusable containers shall be sanitized prior to reuse. Seals shall not be reused.

D. Home canned foods that require pressure cooking for sealing shall not be sold.

7. Labeling

When products are sold to stores, sold wholesale for further distribution, or retailed by any manner of public marketing, each individual item shall bear a label showing;

A. The common or usual name of the product.

B. Ingredients in order of predominance.

C. Net weight or numerical count.

D. The name and address of the producer, manufacturer or distributor and zip code. When sold directly to a consumer from the home, the product does not require a label.

8. Licensing

A. **Application and Fee.** Application for approval for Home Food Manufacturing shall be filed annually with the Department of Agriculture, Conservation and Forestry. Applications shall be accompanied by the appropriate fee as enumerated in Chapter 330, License Fees to Manufacture and Sell Food & Beverages. In order to allow for the staggering of license expiration dates, initial licenses may be issued for a period exceeding twelve months. In such cases, the initial license fee shall be increased in proportion to the length of the license period.

B. **Inspection and Issuance.** Before a license is issued or renewed the Department shall inspect the premises of the applicant.



The commissioner shall within 30 days following receipt of application, issue a license to operate any food establishment which is found to comply with this chapter and any rules and regulations adopted by the commissioner. When any such applicant, upon inspection by the commissioner, is found not to meet the requirements of this chapter or regulations adopted hereunder, the commissioner is authorized to issue either a temporary license for a specified period not to exceed 90 days, during which time corrections specified by the commissioner shall be made by the applicant for compliance or a conditional license setting forth conditions which shall be met by the applicant to the satisfaction of the commissioner.

STATUTORY AUTHORITY:

10 MRSA §2625, 22 MRSA §§ 2153, 2157.9B, 2167, 2168 and 2169.

EFFECTIVE DATE:

December 9, 1980

EFFECTIVE DATE (ELECTRONIC CONVERSION):

May 4, 1996

CONVERTED TO MS WORD:

April 15, 2008

AMENDED:

September 21, 2008 – Section 8(A), filing 2008-433

CORRECTIONS:

February, 2014 – agency names, formatting