

**Rules and Regulations for Markets Operated by
The Fulton Montgomery Farmers' Market Association**

Our objective is to provide Farmer's Markets within the Fulton/Montgomery area that promote the sale of local produce and value added goods, educate the consumer regarding the value and availability of local Farm products, and build a sense of community. We will accomplish this by always striving to provide the freshest, most wholesome products in a setting conducive to social interaction.

1. The use of the markets is restricted to members of the Association who are bona-fide growers, craft persons, producers of homemade products or other vendors approved by the Board of Directors.
2. One hundred (100) percent of the products offered for sale must be produced by the seller on lands or in production facilities they own, lease, or operate. Vendors offering food produced on site for on-site consumption will be allowed at the market by approval of the Board of Directors. Preference will be given to members selling dairy products (i.e. cheese, yogurt) whose products are produced/processed 100 percent on site. All other dairy producers will be subject to review annually by the Board of Directors.
3. The market manager is responsible for the orderly and efficient conduct of the market and for implementing the rules and regulations. The market manager represents the Board of Directors during market days. In absence of a market manager, a designated board member may direct vendors.
4. The market will be open rain or shine. Vendors may set up their market sites up to one hour before the market opens. For safety reasons, vendors should have their vehicles and stands in place before the opening of the markets. No products shall be bagged or sold until the designated time for the market to open. Vendors must have their market sites dismantled, packed up, and cleaned within one hour of the market closure. All vendors will be required to remain at the market for the full length of the market's advertised hours, even if they sell out.
5. Sellers at the market must be the farmer, his/her family or employees. However, because consumers prefer to meet the producers/growers at a farmers' market, the producer/grower must be present at the market at least once each month. Any exceptions to this rule will be at the discretion of the Board of Directors.
6. Craft sellers will be limited to no more than thirty (30) percent of the total number of vendors at each of the markets.
7. Each vendor will be responsible for all equipment and supplies for the setup of a booth (table, scales, bags, signs, etc.). Vendors who provide samples and/or products which result in waste material (such as corn cobs, rinds, cups) at the market shall provide containers for such waste disposal and advertise same. All refuse accumulated by any vendor must be removed from the market at the end of the market day.
8. All products offered for sale must be of a good quality and condition. The market manager reserves the right to discretely and privately direct a vendor to remove inferior goods from display. Failure to remove products deemed inferior will be reported to the Board of Directors and may result in the loss of market privileges.

9. Each vendor must identify themselves or their business by use of signs or business cards stating their name and address.
10. The market stalls will be at least ten (10) feet wide by no more than thirty-five (35) feet long as the site allows. Vendors may lease more than one stall per market by approval of the board.
11. Upon death or retirement of a member, the membership rights of that member may be transferred to a member of their immediate family provided a history (three of the previous five years) of this individual's activity with the enterprise or Farmers' Market is known or can be established. The Board of Directors must approve any transfer of membership rights. If the enterprise is sold outside the family, the rights and privileges of membership in the Association may not be sold with the business.
12. Members growing bedding plants, hanging baskets, or potted plants may grow them only from seed, plugs, dormant roots or bulbs, or cuttings.
13. For vegetables and small fruits, rental of local fallow land is permitted. Rental of orchards is permitted by members who are in full control and supervision of the individual steps of production with a majority of their own machinery and labor. Members must submit proof of lease contract with application.
14. All non-hazardous baked goods (i.e. breads, rolls, cookies, cakes, brownies, fudge, and double crust fruits pies) must be fresh baked and prepared from scratch, using no commercially prepared dough mixes, crusts, shells, fillings, or contents. Quick breads are considered potentially hazardous, and proper license must be obtained to bring these to market. Crafts must be 100% produced by the vendor.
15. Market and product category, once approved by the Board for a member at a specific market, will generally be re-approved for the following season provided all dues and fee schedules are met. However, the Board reserves the right to deny an item or product at their discretion, if that item or product is not in the best interest of the market.
16. All member complaints must be addressed in writing to the Market Manager or the President. Complaints will be referred to the Board of Directors if a mutually acceptable resolution to the complaint cannot be made on-site by the market manager. The decision of the Board on such a dispute will be final.
17. To eliminate frivolous complaints between vendors, a \$50 deposit as a show of good faith must accompany all complaints. The market manager will investigate the complaint. If the complaint is legitimate, the vendor will be reimbursed \$50. If the complaint is found to be false, the vendor forfeits the \$50 to the market's operating funds.
18. The market manager will notify sellers of any rules violations and notify the Board of Directors of those violations. For the first offense, the violator will receive a written warning. The second violation will cause the violator to be suspended from the market for the remainder of the season. The vendor may appeal the violation and consequence by giving a written notice and appearing at the next Board of Directors meeting.
19. Vendor complaints against management can be made in writing to the market's manager and the Board of Directors and by appearing at the next Board of Directors meeting.

20. All licenses, seals, permits, sales tax information, insurance and other requirement for the sale of any items shall be the responsibility of the vendor. Each member is responsible for meeting all applicable federal, state, and local laws and regulations which affect the individual vendor. Copies of all licenses and permits required for the products you are selling must accompany the Application to the Market.
21. No live animals (excluding fish) may be brought to or sold at the market by any vendor, unless approved by the board.
22. Meats that comply with all federal, state, and local laws and regulations are permitted.
23. Each vendor shall remain on his/her own market space when selling products. Sales shall be conducted in an orderly business manner. No shouting, hawking, or other objectionable means of soliciting shall be tolerated. Vendors shall exhibit courtesy and cooperation to customers and to other vendors selling at the market. No vendor may physically threaten or verbally abuse a customer or other vendor.
24. Vendors must carry product and general liability insurance for one million dollars. A certificate of insurance, naming the Fulton Montgomery Farmers' Market Association as "certificate holder", or where required as "additional insured", must be submitted to the market or Board Secretary prior to the beginning of each market season and must remain in force throughout the course of the market season. Proof of Amish liability aid may be accepted in lieu of insurance at the discretion of the board.
25. Members are encouraged to attend all Association meetings. Failure to attend two Association meetings in a row will cause that member to forfeit their right to vote at the next meeting.
26. Vendors will be assigned to markets by the Board of Directors according to spaces available at the markets based on seniority, type of product, and previous market attendance. All members will receive written notification of their market assignments and approved items prior to opening day.
27. The assignment of stall spaces at each of the markets will be made annually by the Board of Directors based on seniority or such other method as the Board deems appropriate.
28. Any member may apply to the Board of Directors for a leave of absence on a yearly basis. However, the member must continue to pay his/her membership fee and twenty dollars (\$20.00) for each market site, which he/she had previously been approved. This will guarantee the member's current position in those assigned markets for the next year. At the Board's discretion, this space may be temporarily assigned to another vendor.
29. The Association reserves the right to cancel the privileges of any member who, in the opinion of the Board of Directors, has willfully violated the Rules and Regulations governing the Association and markets.
30. The market manager will provide an end of the season evaluation form for all vendors to assess the effectiveness of the market. Responses will be anonymous and will provide input to the Board of Directors for needed improvements.
31. Farm and business inspections will be conducted by one or more inspectors designated by the Board of Directors to insure compliance with the rules of the Association, using the crop plan provided on the

market application. Inspections will be made by appointment only and with the member or his/her representative present unless otherwise permitted. Members must provide any help necessary to thoroughly document products and conditions recorded at the inspection. Should a member refuse inspection, consequences will be the same as if they had failed inspection. The member will be notified in writing within seven days of the inspection if a problem was found during the inspection, and re-inspection may be necessary (see Addendum).

32. Membership fees and market fees shall be established annually by the Board of Directors, subject to approval of the membership.

33. Members shall not accept any WIC or senior farmer's market coupons before the date specified by the Agriculture and Markets Department.

**Fulton Montgomery Farmers' Market Association
Addendum - Farm Inspection Procedure**

1. Membership in the FMFMA requires at least annual inspection of producer/grower facilities. Appointments for farm inspections must be made within seven days of request by the inspector.
2. Inspections will be carried out by person or persons appointed by the Board of Directors.
3. Inspector will schedule a farm inspection with respective farms to include the farmer or person designated by the farmer present during the inspection.
4. Inspector will use the farm's crop plan in the verification process. A market manager or Board member may take an inventory of the amount and type of each vendor's produce each week. These written inventories will be provided to the farm inspector as one of the bases for inspection.
5. Inspector will check crop plan items against actual/potential results.
6. Inspector will take into consideration such factors as size of garden/facility, condition of garden/facility (fertility, drainage, weed control) and potential (can the grower/operator produce to quantities noted at market(s)).
7. Farmer/producer will be advised at time of inspection of any problems which in turn will be discussed by the Board of Directors. In any case, results of inspections should be known by farmer/producer at time of inspection.
8. The Board of Directors will advise farm/producer whether problems found during the inspection warrant follow-up, i.e. a second inspection.
9. It is the Board of Directors' decision as to whether problems found during inspections constitute violation of market rules and regulations. Normally, if a problem is found, a written notice will be given to the farmer, detailing findings of inspector and where it violates market rules. A second inspection would be scheduled to see if problem(s) were corrected. Failed inspection will result in dismissal from the market.
10. Farmers/producers must be available for inspections, whether they be first or second, that they previously agreed as to date and time. In the event that a farmer fails to be available and fails to inform inspector of unavailability, the farmer must pay a \$50 fee for the next inspection. The fee is payable by the first market day after re-inspection. Failure to pay will result in suspension from the market.