

BADSEED Farmers Market
BYLAWS

Market Focus/Philosophy – Mission Statement

To build community, spread consumer consciousness, and support the health of the individual & the environment through the promotion of farm fresh, locally grown, and eco-friendly products

Market Manager – Brooke Salvaggio

Market Dates- Every Friday from 4:30-9:00 PM (set up at 3:30), May 1- Nov. 20, 2009.

Meetings – Two meetings a year – one at the beginning of the season and the other at the close of the season.

RULES AND REGULATIONS

VENDORS

Vendor Application

All farmers, artists, artisans and other vendors must submit a completed application and receive approval before vending. An application is attached to these bylaws.

Who May Sell

At the BADSEED Farmer's Market, the maker is the seller! Except for reasonable breaks throughout the day, the artist or crafter must be present. The only other persons permitted to sell are partners who actually participate in the making of the created art.

All farmers and growers may sell only products that they have grown or raised themselves. If the farmer wants to bring product from another local/sustainable farm it must be authorized by the market manager on a case to case basis. All farmers and growers must sign and adhere to NOFA-NY (Northeast Organic Farming Association- New York) Farmer's Pledge as a part of their application. All produce must be locally or regionally grown.

Farmers

Farm products must be sustainably grown from farms located within 100 miles of the market.

Sustainable Products Producers

Non-farm products (eg, soaps) must be made by the seller and may consist only of sustainable and/or certified organic products/ingredients.

Artists

Work must be hand created, and only the artisans displaying their own work may participate. All work must be appropriate for an open Market.

Not for Profit Groups/Organizations

The BADSEED Farmer's Market provides spaces no charge to Not for Profit Groups/Organizations for the purpose of fundraising or to promote awareness of their group.

The Group/Organization must provide information literature of proof of the Group's/Organization's not-for-profit status to determine placement for the day.

The Market Manager reserves the right to refuse placement to any Group/Organization. Every

Group/Organization must reserve a space by 5:00 pm the day before the Market Day and must check in with the Market Manager prior to setup. Groups/Organizations not receiving permission before setup may be asked to leave the Market.

Entertainment

This classification refers to performers, entertainers, musicians, or artists who perform or use their talent as a service. The BADSEED Farmer's Market encourages this type of entertainment to enhance the overall atmosphere of the Market.

All performers are subject to the BADSEED Farmer's Market Rules and Regulations just as any other Vendor.

Performers who do not charge for their service or strictly accept tips will be given a space at no charge. Performers charging more than \$5.00 for their talent or service will be subject to a fee for that Market day.

Service Vendors

All Vendors wanting to sell a service, provide a service or generate customer leads will be considered on an individual basis for placement.

Literature, etc.

All groups or individual wishing to distribute literature, register individuals, take surveys or fill out questionnaires must have permission from the Market Manager prior to setup. Any group or individual engaged in this type of activity without prior approval will be asked to leave the Market area.

Fees

1) Condition 1 - \$200.00 for the entire season for a 6-10 ft table (Must be paid by May 2nd of market season)

2) Condition 2 - \$15.00 weekly for a 6-10 ft table

All reservations and daily fees are established by the Market Manager and are subject to change yearly.

Opening and Closing Hours

Start/setup times, market time (4:30-9). Setup is at 3:30pm (vendors are not required to stay after 8:00 if business is slow)

Stalls and Reservations

1. Vendors may call the Market Manager to be put on the waiting list any day prior to Market Day. Available stalls are assigned no later than 4:30 PM on Market Day.

2. All reservations and daily fees are established by the Market Manager and are subject to change without notice.

3. Exhibit space - 10 feet

4. Vendors may only sell within the BADSEED Farmer's Market stall boundaries as designated by the Market Manager.

5. No Vendor shall have the right to assign, sublet or sell his/her reserved stall to another person or firm under any circumstances.

6. No Vendor may erect a facility upon the Market premises without the approval of the Property Owner and the Market Manager.

7. If a Vendor wishes to designate a person to represent him/her in his/her rented space, prior written approval must be obtained from the Market Manager.

8. All Vendors of the Market shall remove any vehicle, item, or property upon the direction of the Market Manager.

9. The Market Manager strongly urges the attractive design and display of Vendor's goods. The Market Manager reserves the right to review, or to have displays or goods replaced.

Legal Requirements

1. All Vendors must comply with all City ordinances, regulations and rules together with State and Federal laws relating to the BADSEED Farmer's Market and the Vendor's business conducted in the BADSEED farmer's Market. Failure to abide by ordinance, laws and regulations may be basis for eviction

2. Each Vendor agrees to all City, County, State, and Federal laws and regulations and will immediately remove from the Market items which are judged by Health Officers or Market Manager to be unfit for human consumption, or items considered unlawful by Law Enforcement Agencies.

3. Each Vendor must apply for and obtain all licenses, permits, insurance, and any other documents which are required to do business at the BADSEED Farmer's Market, which are required by Market Manager, City, County, State, or Federal regulations.

4. The BADSEED Farmer's Market Manager and any of their agents are hereby released of any responsibility or liability for loss or damage to merchandise while it is being stored in the Market location.

5. The Vendor certifies that said Vendor carries insurance coverage in the amount required by the State of Missouri for any and all vehicles driven into or on the BADSEED Farmer's Market premises. The Vendor will, upon request, provide Market Manager a certificate of said insurance.

6. The Vendor will comply with the laws and regulations concerning equal opportunity and nondiscrimination; and will refrain from making any disparaging remarks to any member of the public.

Behavior

1. No Vendor will do any act or use any language that appears to be intended to insult the BADSEED Farmer's Community Market, another Vendor or shopper, or to intimidate a shopper into purchasing the product that is his/hers.

2. Persons who circulate false reports tending to upset or destroy the operations of the Market or that may cause upset or damage in loss in prices shall be subject to expulsion from the Market.

3. Persons causing damage to Market property shall be financially responsible for the cost of repairs or replacements. Such damage shall include, but not be limited to, buildings, grounds, fences, gates, vehicles and any other property used and/or operated by the Market.

4. The BADSEED Market Manager has the authority to deny any person the privilege of operating at the BADSEED Farmer's Market who, in the Manager's judgment, is using methods that are detrimental to attendance at the Market, or contrary to the Market's policies or standards.

5. No person will deface or do damage to buildings, pavement or other physical equipment of the Market. Vendors will be responsible to the Market Manager for the repair or replacement of any property that may be damaged in or about the BADSEED Farmer's Market as a result of the Vendor's use of the Market for the operation of the Vendor's business.

6. The Market Manager has the authority to command from the Market any person gambling or exhibiting disorderly conduct.

7. In order to effectuate these rules of the BADSEED Farmer's Market, all renters, Vendors, merchants, and users of the BADSEED Farmer's Market are responsible for the action of their employees.

Vehicles

1. Strict compliance with all designated parking and traffic regulations will be required.

2. Every person operating a vehicle on the property of the Market shall drive such vehicle in a careful and prudent manner and at a rate of speed so as not to endanger the property of another or do physical harm to any person. All parking signs, speed limit signs and

other posted signs shall be observed. Vendors shall not interfere with pedestrian traffic to or from or within the Market area. Neither can Vendors interfere with the business of other Vendors or other Market tenants.

Materials and Merchandise

1. The Market is not obligated to provide trash bins for the Vendors.
2. At the close of the business day, the Vendor is required to clean the area assigned for that day and remove all refuse. Said Vendor will haul his own trash away from the Market. Any Vendor who fails to do so will be charged a clean up fee of \$50.00 that must be paid before a stall is rented to him/her again.
3. It is the responsibility of the Vendor to warrant, refund or exchange merchandise that is deemed unsatisfactory. Upon receipt of three complaints concerning the same Vendor, the Market Manager may cancel Market privileges to the offending Vendor. For each complaint a warning will be issued to the offending Vendor and upon the issuance of the third warning, selling privileges will be canceled.
4. Merchandise, stock, and other Vendor property will not be placed, stored, cleaned or processed in unoccupied stalls or common areas of the Market without permission of the Market Manager. Unauthorized items found in these areas will be disposed of by the Market Manager at the expense of the Vendor.
5. Vendors will not allow seepage or leakage of water or fluids from their stands into the aisles or common areas.
6. Any Vendor, merchant renter, or user of space in the BADSEED Farmer's Market must keep his immediate premises clean, sanitary and orderly. Persistent failure to carry out the Market Manager's orders in this respect will constitute just and sufficient cause for the revocation of the Vendor's space(s).
7. Market Vendors must confine the piling and display of produce to the space leased by them.
8. Hawking is permitted, but bullhorns or other audio equipment are prohibited.
9. The display or sale of obscene or unlawful merchandise as judged by Market Manager or local officials are prohibited.

Health and Safety

1. Vendors should display food related or produce goods on well constructed, maintained and clean tabletops and/or shelves. These items should be fully covered by presentable table coverings. Produce or other food related products must be displayed or stored off the floor.
2. No pets are allowed without permission of the Market Manager.
3. The use of any spark, flame or fire-producing device is prohibited in the BADSEED Farmer's Market without the Market Manager's written permission.
4. No person may sell produce which is unsound or unwholesome or which fails to meet the standard or requirements of Federal, State or local laws and regulations. All Market vendors will obey all Missouri regulatory, sanitation, or other legal requirements.
5. The Market Manager may inspect or cause inspections that may be necessary; and may prohibit the sale of any produce that does not conform to legal and stated Market standards. Upon violation, the Market Manager has the authority to deny any person the privilege of operation at the Market.

Pricing

1. No buyer or seller in the BADSEED Farmer's Market may enter into any price agreement or join any organization for the purpose of raising, lowering, or fixing abnormal or artificial prices of products in the BADSEED Farmer's Market; or for the purpose of keeping

products on the market or for the purpose of keeping products off the market; and no person (including BADSEED Farmer's Market employees) may assist others in any way to accomplish this purpose. Any Vendor practicing price strategy and causing Market upset and loss in prices, and judged by the Market Manager to be participating in deliberate "throat cutting" is strictly prohibited. Such practices will be subject to immediate expulsion.

2. Fraudulent, dishonest and deceptive practices carried out at the 39th Street Community Market will be punishable by cancellation of selling privilege in or at the 39th Street Community Market.

3. Vendors at or in the BADSEED Farmer's Market must not approach a Buyer for the purpose of making a sale while said Buyer is in conversation with another Vendor.

4. No Vendor can use "false pack." False pack, as used herein, means the topping or facing of containers with the best products exposed and poor products concealed underneath.

5. No employee of the BADSEED Farmer's Market is allowed to accept any gratuity from Vendors.

Produce/Meat/Eggs

The following regulations reflect a commonsense approach to the display and sale of produce, meats and eggs at the BADSEED Farmer's Market. Failure to adhere to these regulations may result in the loss of selling privileges at the Market.

Meats & Poultry

Meats must be kept at 45°F or below at all times. Frozen meats are to kept frozen at all times with no evidence of thawing. Meat and poultry must be sold in a manner consistent with health department requirements

Eggs

Eggs must be kept at 45° F or below at all times. Eggs must be sold in a manner consistent with health department requirements.

Food Products/Canned Products

Products must be designed, produced, and finished by the seller. Products must be an asset to the Market. Product must be safe and exhibit good quality. Product must fit into and enhance the declared theme of the producer.

Products must be sold in a manner consistent with health department requirements.

Labeling

Canned foods should be labeled indicating who made it, what it is, what's in it, and the location where it was produced. Signage can be given by trays in cases of large number of goods.