

Rolla Downtown Farmers Market Rules & Regulations

* Effective January 1, 2021

1. Vendor Categories and Allowed Products

A. Farmers are persons actively involved in the planting, growing, harvesting and/or raising of agricultural products/animals on owned, rented, or leased land.

- i. Farm Products are those items grown or raised by the farmer upon land that s/he controls through ownership, lease, rental or other legal agreement. These products are fruits and vegetables, nuts, honey, eggs, dairy, grains, herbs, flowers, plants, meat, fish, and animal derived products.
- ii. Bedding plants and potted plants must be grown from seed, starter plugs, cutting, bulbs or bare root, and be well established in its current container, by the seller.
- iii. All slaughter animals shall be in the vendor's immediate custody, care and control a minimum of 50 percent of the animal's life at time of slaughter. Vendors must abide by all applicable federal, state and local regulations, inspection regimes, and adhere to federal or state guidelines on all labels. No live animals are to be sold at the Market.

B. Farmer Processors are persons actively involved in the processing of product sold at the market that was grown/raised by the member. A Farmer Processor may sell processed farm goods, value-added processed farm foods, and prepared farm foods as allowed by law.

- i. Processed Farm Products are products made from scratch, using raw agricultural products a majority of which are grown/raised and then produced by the member. These products include all farm products that were in some way processed including cheeses, dairy, meats, dried fruits and vegetables, juices, jams and jellies, canned goods, baked goods, prepared foods or other processed agricultural and livestock food products. If additional items such as condiments, bread products, fruits or vegetables, etc. would enhance products, every effort should be made to obtain the additional items locally, preferably from other RDFM vendors.

C. Non-Farmer Processors process farm products that are not grown by the processor, but process products which the vendor made from raw ingredients which have then been cooked, canned, dried, baked, preserved, or otherwise significantly treated.

- i. Processed Non-Farm Products are made from scratch, using raw ingredients, not grown by the member. These may include cheeses, dairy, meats, dried fruits and vegetables, juices, jams, canned goods, baked goods, prepared foods or other processed agricultural and livestock food products. Every effort should be made to obtain primary ingredients locally, preferably from other RDFM vendors. Additionally if main products would be enhanced by additional items such as condiments, bread products, fruits or vegetables, etc., every effort should be made to obtain the additional items locally, preferably from other RDFM vendors.

D. Artisan Producers are persons actively involved in the creation of unique, high-quality, hand-crafted products not meant for consumption.

- i. Artisan Products are made by hand or personally owned machinery using materials not grown by the member..

F. Cooperatives are formal not for profit and/or community organizational groups of growers or producers and shall be considered based on space availability, market needs, and product offerings. Cooperative vendor products must fall under one of the product categories listed above. (Not eligible for memberships.)

G. RDFM defines vendor categories with what the vendor expects 51 percent of their products to be. It is expected that vendors have that majority of that product type through the entirety of the season.

H. Farmer and Farmer Processor members may supplement their booths with self-made arts, crafts, value-added products. Production records must be maintained and available to Board of Directors if requested.

J. Vendors must abide by all applicable federal, state, and local health, food safety, and label regulations. ALL persons handling food at any step of the growing, producing, selling process must have an **ANNUAL** food safety certificate on file with the health department. Copies of certificates must be turned into the Market Board prior to selling that calendar year.

K. All products vendors wish to sell must be listed on their applications. Approval of one product type does not guarantee approval of similar items. Product requests should be submitted two weeks prior to selling date.

L. The Board of Directors may request samples or photos of requested items to sell.

M. Samples: All samples must be offered within the vendor's assigned space. Samples can be cut or opened for displays at the Market, but they cannot be sold.

N. Food Trucks/Trailers: All Food Trucks/Trailers serving prepared foods must be approved by the Board on a case by case basis. Food Trucks/Trailers that grow/produce their own ingredients will be given priority.

2. Vendor Guidelines

A. Vendor Agreement: All vendors must complete and sign all forms as required by the Board of the Directors and City of Rolla as well as pay appropriate fees prior to selling. Rolla Downtown Farmers Market, Inc. reserves the right to prohibit anyone from selling at the Market and to cancel the privileges of any member who in the opinion of the Board of Directors has violated the rules governing the Market. The member has the right to respond in writing to the board, to include an explanation of how the violations in question will be remedied. The Market Board reserves the right to make a final decision. Fees will not be refunded.

B. Inspections: Vendors may sell only their own products as per Rule 1. The resale of any products that are not grown or produced by the member/vendor, in the area as defined in Rule 5.A, is strictly forbidden. The Board of Directors may inspect or hire an inspector of their choice to conduct the inspections. Refusal to allow an inspection is grounds for indefinite suspension. In order to preserve the reputation of RDFM as a producer only market, any member who purchases any product from any produce markets/auction or individual for resale at RDFM will be considered to be in violation of this rule and forfeits their membership. Any member/vendor found to be in violation of this rule will be immediately and permanently expelled from the Market without refund of any fees.

C. The Board of Directors reserves the right to place a moratorium on membership.

D. The Board of Directors may form an advisory committee consisting of members from the community to assist in the promotion and development of the Market.

E. Vendors that offer CSA (Community Supported Agriculture) shares may promote and distribute their shares at the Market. However, CSA shares distributed at the Market must follow all RDFM regulations including Rule 2B (producer-only).

F. Each vendor should set their own prices.

G. Any grievance regarding vendors should not be directed to the vendor in question. The initial grievance should be reported to the Market Manager, who will bring it to the attention of the Board of Directors. The Board will determine if a special meeting needs to be called to settle the grievance and will inform both parties.

H. Behaviors that can constitute loss of membership and immediate removal as decided by the Market Manager include but are not limited to rules listed elsewhere in the policy book as well as: threatening or disruptive behavior, inappropriate language, profanity, harassment of other vendors or customers, interfering with the sale(s) of other vendors, slandering other vendors, unsafe behavior towards customers/other vendors, outward appearance that is deemed inappropriate, or conduct unbecoming.

I. Each vendor is encouraged to provide scales of certified accuracy ('Legal for Trade'), display racks or tables, sacks, money for change and post prices in full view of the consuming public with lettering and signs being limited to the individual stall area

J. Vendors are responsible for keeping their products attractive during Market hours and cleaning up their booth and parking space(s) after the Market closes. Those who do not clean up their stall space at the end of the Market day will be assessed a \$25.00 cleaning fee per occurrence. Examples are discarded plant material, plastic gloves, bags or wrappers, spills, spoiled produce, trash, etc.

- K. Canopies, tents and umbrellas shall be safely secured** from weather events by attaching all four corners to weights when needed.
- L. An aisle wide enough for vehicle traffic must be left open** to allow movement of vehicles around the Market. If vendor's vehicles + trailers, etc. obstruct this lane, vendors will be asked to move them.
- M. Vendor signage must be safely secured and not impose a hazard.** Any signage that obstructs the view of another vendor's booth or extends into the public walk area is not allowed. Elevated signs extending into the walkway will be allowed if they do not impede traffic flow.
- N. Vendors are not permitted to use the following offensive marketing techniques** while at the market: hawking, calling attention to products in a loud repetitive public manner, and selling products in an aggressive way. Transactions between customers and vendors may only occur within the booth.
- O. No political signage allowed at Market.** In order to respect the beliefs and views of all RDFM members and customers no political signage will be allowed at Market. Only signage directly promoting Market related events will be allowed. All material must be approved by the Market Manager before displaying. Anyone wishing to pass out material and/or collect signatures without Market approval will be directed outside of the Market boundaries.
- P. Disciplinary Action Rule** Vendors in violation of any rules or regulations or otherwise bringing discredit to the market may be subject to loss of membership and expulsion from the Market. Appeals may be made in writing to the Board of Directors with an expected response within two weeks. The Market Manager may request vendors in violation to leave immediately and vendors must voluntarily comply or will forfeit the right to appeal to the Board of Directors and therefore permanently forfeit their membership.
- Q. Rolla Downtown Farmers Market, Inc. and its Board of Directors** are not responsible for product liability or the paying of sales taxes for individual vendors. RDFM is not responsible or liable for vendor safety at the market.
- R. Because type of product and cultural practices** are important to customers, the Market expects members to truthfully represent their products and operations. Vendors found misrepresenting their products is grounds for immediate expulsion. Such a vendor may request a review by the Board of Directors for re-instatement.
- S. Rolla Downtown Farmers Market, Inc. will not discriminate** against anyone because of race, color, creed, national origin, sex, age, disability, or sexual orientation.
- T. Vendors wishing to utilize electricity** must notify the Market Manager on application and voltage needs. Generator use will only be allowed on a case by case basis if adequate power is not available.
- U. No smoking will be allowed in the Market area.** Please use the area across the street at City Hall.
- V. A vendor may designate in writing a representative** for their farm or craft at the RDFM as approved by the Board of Directors. Vendor maintains all liability and responsibility for products and actions/behavior of designated representative. Vendor must complete all required forms and submit dues prior to designated representative selling vendor's product. If the designated representative is also a current vendor, signage must be visibly displayed to notify customers that specified products are from another vendor/farm.

3. Market Hours

A. The Saturday Market operates year round, hours and locations may be modified by Board of Directors or a majority vote of members in good standing. Winter Market (Nov-March) includes the lower parking lot only. Restrooms are not available during Winter Market.

B. Selling product to the public before opening time is discouraged. However, vendors may purchase from each other prior to Market opening.

C. There shall be no vehicular traffic in or out of the Market area proper during Market hours. Escorted vendor and customer traffic will be allowed only with the Market Manager's permission. One hour will be allowed for finishing sales and clean up after closing time.

D. Saturday Market –Members must be in their stalls no later than fifteen minutes before opening time.

E Tardiness/Absences—In efforts to be respectful to other Market vendors and our public customers, it is mandatory that vendors arrive by 15 minutes prior to market start time. Vendors who are going to be late (after 15 minutes before start time) or not attending at all, must call/text the Market Manager. Three (3) occurrences of tardiness and/or unplanned absences may result in booth reassignment.

F. Leaving Early—It is discouraged for a vendor to leave prior to market closing time. If a vendor must leave during market operating hours, the vendor must coordinate with the Market Manager to assure safety in removal of products and vehicles from market area.

4. Booth Policy:

A. 'Annual' booths are determined after the spring association meeting. Members are limited to two annual booths, but may request a third daily booth on a space available basis and with the Market Manager's approval. If vendors have multiple booths, it is strongly encouraged that vendors efficiently utilize their additional booth space(s). Paying for annual membership does not guarantee booth space every Saturday throughout summer market season. No refunds will be issued for members who elect to discontinue their membership or have their membership revoked.

B. Daily Summer Season vendors must complete all required forms before selling. Daily Fees will be set by a majority vote of members in good standing at the annual October meeting.

D. Continuance of Occupancy – Members who had annual spaces the previous year will have the first option to renew the same space for the next season. Members holding annual booths must notify the Market Manager of their intent to retain their booth(s) by the date of the October association meeting, or the booth may be forfeited. Fees must be paid no later than the October association meeting.

E. Any new booth assignments or changes to current booth assignments shall be determined by the Market Manger. Vendors will voluntarily comply with the Market Managers decision. Any grievances may be presented in writing to the Board of Directors.

F. Subleasing – No member shall sublease, sell or permit anyone to use their space; this right is reserved for the Market.

5. Membership

A. Residence and all production must be within any contiguous counties radius of Phelps County. Exceptions to the local origin rule may be granted on a case by case basis when a vendor's product is not available locally. Any vendors growing products outside the local origin area must be individually approved by the Board of Directors on an annual basis.

B. Anyone seeking to become a daily or annual member must submit all forms and dues prior to selling. Forms will be submitted to the Market Manager. The Board of Directors, on an annual basis, will determine form requirements, amendments, and deadlines. The Market Manager will notify applicant of the Board's decision. Booths are \$40 per year or \$15 per day. Food Trucks are \$50 per day.

C. In order to remain in good standing, members must sell at Saturday Market for a minimum of 75% of the weeks that Market is in summer session (April-October). Exceptions may be made by the Board of Directors on a case by case basis. Members in good standing are allowed to hold annual booths, vote in elections, policy changes, etc. New members are eligible to become a member in good standing when they have completed one season (April-October) of Saturday Markets, therefore enabling them to vote at the October meeting.

D. RDFM Membership Terms: Membership terms shall be January 1st to December 31st. Paying for annual membership does not guarantee booth space every Saturday throughout summer market season. Annual fee changes, policy changes, and elections shall take place at the annual October meeting where members in good standing may vote. Current members in good standing who are planning to continue their membership for another year may pay their dues after the meeting has concluded with the understanding that all forms for the following year must be completed prior to selling in the following year. New members are encouraged to attend the spring meeting, but are allowed to become members and sell prior to the spring meeting if all necessary forms are completed and dues are paid.

E. Voting – Each vendor has one vote for purposes in the association meetings. For example, spouses with a joint membership have one joint vote. A vendor must be in good standing to be eligible to vote. Votes may be collected by hand count, by ballot, by proxy, by mail/email. Proxies and mail/email votes must be turned in to the Sergeant-at-Arms prior to start of meeting. It is each vendor's responsibility to submit their vote in a timely manner for their vote to be counted.

F. Vendors wanting to address issues requiring a general member in good standing vote shall notify the Market Manager fourteen (14) days prior to meeting.

G. Transfer of Seniority – At the death or retirement of a member in good standing, membership seniority can be continued by an immediate family member, or active partner as listed on the vendor application, and approved by the Board of Directors. Membership seniority cannot be transferred by the sale of a business. The new owner must apply for membership as a new member. A member may take a one year sabbatical from Market due to unforeseen circumstances with the approval of the Board. All fees must be paid in full in order to retain full seniority. During the year of absence, the assigned spot may be temporarily filled until the time of the senior vendor's return.