

Madison City Farmers Market **2017 Rules & Guidelines**

MISSION:

- To provide consumers with a choice of fresh, quality produce, food products, handcrafted items and other services.
- To provide an outlet for local farmers, producers and artisans to promote their products within the Madison community.
- To provide an experience that encourages community spirit and keeps money and energy within the community.

Location: Grassy lot on the South side of Trinity Baptist Church, at 1088 Hughes Road, Madison, Alabama.

The Selling Season: The market facilities shall be opened in the spring as seasonable produce for the area becomes available and will be closed as deemed necessary by the Board of Directors when demand and/or seasonal produce is no longer available.

The 2017 Madison City Farmers Market schedule will be as follows, rain or shine, except in case of severe weather, i.e. lightning, extreme winds, severe heat, etc.:

April 08th to September 30th
8:00 a.m. – 12:00 p.m.

October 7th to November 18th
9:00 a.m. – 12:00 p.m.

Board of Directors: The Board of Directors is made up of local market producers and consumers that are responsible for developing and managing each year's operating rules and guidelines, schedules and the general operation of the market. The Board of Directors may appoint sub-committees as it deems necessary. The Board of Directors will review any complaints or violations regarding the operation of the Madison City Farmer's Market.

Market Coordinator: The Market Coordinator or his/her designated agent will supervise and control the activities of the market and the market property. The Coordinator has full responsibility for making certain that all rules and guidelines as set forth by the Board of Directors are followed by each producer and his/her agent or employee. Failure by any producer to comply with any of these rules and guidelines can result in the forfeiture of the right to do business at the market for a length of time determined by the Board of Directors.

Questions about the market may be directed to:

Mary Stallings, Chairperson
mary@madisoncityfarmersmarket.com
256-656-7841

Eligibility Requirements: Only producers may sell at the market. A producer is defined as the person that grows or makes the product and may also include the producer's family members, partners and employees. A producer may be herein also referred to as a vendor in this and other market documentation. Producers should be located in North Alabama or the Tennessee Valley within 100 miles of the market.

Exceptions may be made by the Board of Directors for products that cannot be produced within 100 miles of the market.

Individuals offering products for sale at the market must be at least 16 years of age. Younger children are welcome to participate in the market but must be accompanied by an adult responsible for the child's safety and conduct.

Farmers: Applications will be compiled and reviewed by the Board of Directors and are not reviewed based on date received. Applicants will be chosen based on the variety of products offered and on the number of weeks those products will be available.

Growers who use the market for sale of produce are subject to field inspections, before and throughout the market season, to verify the source of produce offered. Farmers may sell for other farmers who have valid applications on file. These products should be clearly labeled with the growing farm's name. The sale of any product at the market (without prior approval) that is not produced by that farm is grounds for automatic dismissal. If a producer is part of a cooperative (co-op), products from the co-op may not be sold at the Madison City Farmers Market (MCFM). The MCFM is a producer only market and items from co-ops cannot be tracked directly to an individual producer.

Artisans: Persons who handcraft the products they offer for sale may sell as artisans. Artisans are juried to assure that they are creating a quality product that fits into the market theme. Originality of design, creative use of material, level of difficulty, variety of work and overall contribution to market balance will be discussed and a decision will be made whether or not to allow an applicant to become a vendor at the MCFM. Jury members will review and categorize all applications, then compile their results. Applications are not juried according to date received.

All artwork, craftwork and handiwork sold must be the original hand-made creation of the vendor. An inspection may be required to determine that work is the original product of the Artisan. Vendors are not permitted to re-sell commercially produced items. Manufactured items can only be used as components of handcrafted work. Reproductions in the form of books, cards, calendars, t-shirts, prints, etc. will not be allowed except under certain circumstances and on a case by case review.

Applicants will be notified once their application has been received and again once it has been reviewed.

Permits and Fees: The growers of all produce sold at the market must hold a grower's permit or grower's letter. Alabama growers can receive a grower's permit at no charge from their local County Extension Offices (www.aces.edu). Tennessee growers should contact your local County Extension Office for a grower's letter. The purpose of the certificate/letter is to ensure that the products sold originate with the producer, his or her family, partners or employees. This allows the producer and the customer to be exempt from state and local taxes for goods sold. A copy of the grower's permit/letter must be provided to the MCFM prior to the first market attended. All permits/letters must be available at each vendor's booth in case of on-site inspection.

All producers selling value-added products (including value-added farm products per Alabama Department of Revenue Sales and Use Tax Rulebook, section 810-6-3-.01) are required to collect and submit sales taxes to the respective tax agencies (State, County and City). Examples of processed agricultural products which do not qualify for the agricultural exemption are: fruit pies, jams, jellies, pickles, relish, boiled or roasted nuts, baked goods, cider, cane or sorghum syrup, candy and ice cream. All licenses and permits must be available in case of on-site inspection. Madison

City Farmers Market holds an event business license with Madison City, which covers all vendors with gross sales under \$10,000. However, vendors are responsible for registering with the city under this license and paying all necessary taxes.

Items Permitted for Sale: Food items allowed for sale may include, but are not limited to, vegetables, fruits, meats, eggs, baked goods, honey, ciders, and herbs.

Any vendor wishing to bring additional product(s) not initially listed on their original application must submit an amended application with the new product(s) for approval before bringing said product(s) to market.

Any producer wishing to advertise their products at the market as Organic or Naturally Grown must provide documentation of certification or a signed affidavit if exempt from certification.

Due to an extraordinary amount of customer concern, Genetically Modified (GM) or Genetically Modified Organism (GMO) produce will not be allowed for sale at the market.

Live animals and commercially produced foodstuffs may not be sold at the market. Items purchased for resale, as well as items made from kits, commercially available plans and items that are mechanically mass-produced may not be sold at the market.

Many items are subject to Alabama Department of Public Health regulations. It is the responsibility of the producer to abide by these regulations. For further information regarding these regulations contact the Madison County Health Department or any Alabama county health department.

Madison County Health Department
Environmental Health
301 Max Luther Drive
Huntsville, AL 35811
256-539-3711 or 256-533-8726

Market Fee: The **Season Plan** is **\$375.00** for the entire selling season and is non-refundable. **Any daily fees paid before selecting the Season Plan do not apply toward the purchase of the Season Plan.** The Season Plan may be paid in full or in two installments with payment of **\$200.00 due on or before April 08, 2017** and payment of **\$175.00 due on or before July 29, 2017.**

The **Daily Plan** is **\$20.00** per market day. This fee is for vendors who only want to participate in the market on a week-to-week basis. Producers paying on a weekly basis must pay for a space by 10:00 a.m. (11:00 a.m. October – November) on the day of the market. Producers paying on a weekly basis who do not pay on the day of the market will not be allowed to set up at subsequent markets until outstanding balance is paid.

A small number of tents and tables are available for rent on a weekly basis. Tents are \$15.00 each and tables are \$5.00 each, per week. Rental fees are payable by 10:00 a.m. (11:00 a.m. October – November) on the day of the market. Rental tents and tables are available on a first come first serve basis, but may be reserved by paying the rental fee in advance. Rentals are intended for use by new vendors who do not yet have a tent or table, or for occasional use by regular vendors as needed. Rentals are limited to no more than 6 weeks, except in special circumstances, in order to ensure incoming vendors have the option of tent and table rentals. **Renters are responsible for the proper set-up, tie-down and breakdown of the rental tents.** Any damage found to have occurred during the rental, will be the responsibility of the

renter. Vendors **who intend to rent tents and/or tables should arrive no later than 45 minutes before market opening** in order to allow the Market Coordinator time to assign tents.

Fees collected by the Madison City Farmer's Market are for the express purpose of promoting and operating the market. This may include, but is not limited to, advertising and promotion of the market and special events, as well as upkeep, maintenance and management of market property and facilities.

Space Assignments and Reservation Policies: Season Plan producers will receive priority selection of reserved spaces. The Market Manager will designate the spaces for regular producers. Any new producers will be assigned a space based on weekly availability. Assigned spaces may change depending on the market's weekly needs. Every effort possible is made to keep each vendor in a regularly assigned space.

All applicants will occupy only one space per rental. Displays must be confined to the assigned space. Multiple spaces may be rented as needed.

The market will maintain a ratio of a minimum of 66% farmers to a maximum of 33% artisans. The ratio will be measured based on the number of current accepted applications on file. The Madison City Farmers Market Board of Directors monitors the overall composition of the market and determines the number of vendor openings available by type. Priority will be given to artisans participating in the market the previous year.

Set-Up and Clean Up: The Market Coordinator will open the market space and oversee the setup of producer tents and tables. **Vehicles may enter the lot 1 hour and 30 minutes prior to opening on market day, and vendors may begin setting up once the Market Coordinator assigns their space for the day.**

It is necessary for all producers to **arrive no later than 30 minutes before market opening** and be ready to do business when the market opens. Late arrivals hinder the market set-up schedule. Vendors arriving less than 15 minutes before market opening will be fined \$10 per incident. Vendors who have three late arrivals in one year, without notifying the market manager prior to arrival, will be dismissed for the season. **There will be no set-up allowed after the market starts.**

There will be no sales allowed before the market opening bell. **Any vendor found in violation of early sales will be fined \$10.00, due immediately.** Any violator who refuses to pay the fine will be asked to leave the market immediately.

Each producer is responsible for setting up his or her tents, tables and signage in the manner specified by the Market Coordinator. **Proper staking of tents at all four corners is mandatory.** Producers will be solely responsible at all times for the cleanliness within their vending area, regardless of the origin of the debris. Each producer is required to leave the space clean. All vehicles should be loaded and cleared from the market area one (1) hour after the market closes. **Only vendors who sell-out early will be allowed to leave the market before closing time.**

No-Show Vendors: A no-show vendor is defined as one who does not attend the market when expected, without notifying the Market Coordinator. It is each vendor's responsibility to inform the Market Coordinator of attendance at the market. The courtesy of informing the Market Coordinator of any known absences allows for smooth set-up of the market, avoiding stress and set-up delays. Vendors who discover unexpected circumstances that will cause them to arrive later than 30 minutes before opening should notify the Market Coordinator as soon as possible.

Expected vendors who will be absent must notify the Market Coordinator by 6:30 a.m. (7:30 a.m. October-November) on the day of the market to avoid a no-show violation. No-show vendors will receive a written warning with the first violation. A second no-show violation will result in a \$20 fine. A third no-show violation will result in dismissal for the season.

Smoking: Due to customer concerns, the Madison City Farmers Market is a SMOKE FREE ZONE. **There is no smoking allowed in the market area, parking lot or anywhere on church property.** This includes electronic cigarettes and vaping devices.

Market Grounds: The market grounds are limited to the South lot of the church, east of the toddler play ground and west of Hughes Road, the area to the port-a-potty, and the parking lot. Vendors, their employees, partners, family members and children should remain in the market areas at all times. **The church building, children's play grounds and surrounding areas are not for market use, and should be avoided.**

General Violations: No drugs or alcohol will be allowed on market premises. All profane, abusive, discourteous, and boisterous language and/or conduct at or in the market vicinity are strictly prohibited. There is to be no "dumping" of product at the end of the market day. Dumping is defined as the sale of products at a higher price at the beginning of the market day and a lower price at the end of the market day. Fraudulent, dishonest, or deceptive merchandising or collusion to set prices among producers may be grounds for forfeiture of the right to do business of any kind in the market for a length of time to be determined by the Board of Directors. No booth fees will be refunded to any producers found to be participating in these activities. If the Market Coordinator determines that a producer has violated any provision of the market policies, that producer may be penalized.

Complaints: Any complaint made against a producer must be in writing and given to the Market Coordinator. The Market Coordinator and the Board of Directors are responsible for reviewing and resolving complaints. Together, they shall determine what type of investigation, if any, shall be conducted in response. They also have the sole discretion to determine whether or not that complaint will be disclosed to the producer under complaint. Also, the producer under complaint may or may not be given the opportunity to respond; this will depend on the nature of the complaint.

Indemnification: By participating in the Madison City Farmers Market, all producers shall be individually and severally responsible to the Madison City Farmers Market and/or Trinity Baptist Church for any loss, personal injury, deaths, and/or any other damage that may occur as a result of the producer's negligence or that of the producer's servants, agents or employees. All producers hereby agree to indemnify and save the Madison City Farmers Market and the Trinity Baptist Church harmless from any loss, cost, damages and other expenses, including attorney's fees, suffered or incurred by the Madison City Farmers Market or the Trinity Baptist Church, by reason of the producer's negligence or that of its servants, agents or employees.

Producers are liable for their own products. The Madison City Farmers Market and/or the Trinity Baptist Church shall not be held accountable for the products offered by Producers. Product and liability insurance is the responsibility of the producer. Participant assumes all risk of loss due to fire, theft, weather or other causes of damages or loss. Participants agree to fully indemnify and hold the Trinity Baptist Church harmless from any claims of property damage or bodily injury caused by any member of the public due to the acts or omissions of the participant. There are no other agreements between the Trinity Baptist Church and the participants, whether written or oral, other than the Rules and Guidelines and application of the Madison City Farmers Market.

Approved by the MCFM Board of Directors on 01/15/17.