

HISTORIC DOWNTOWN LIBERTY FARMERS MARKET
RULES AND REGULATIONS
(AS OF DECEMBER 30, 2008)

PRIMARY GOALS OF THIS FARMERS MARKET

- To be a profitable outlet for the farmers who sell there.
- To increase the number of customers in the downtown business district, providing additional opportunities for downtown businesses to interact and attract customers.
- To provide a predictable, ample selection and variety of high quality fresh, locally-grown produce for customers.

RULES APPLICABLE TO ALL VENDORS AND PRODUCTS

1. Farmer members are encouraged to sell only agriculture produce grown by themselves on farms within a 100 mile radius from Downtown Liberty. Produce may be purchased for re-sale, however it must be grown by another farmer within a 100 mile radius from Downtown Liberty, the buyer/re-seller must take responsibility for the quality and safety of the purchased produce, must separate it from their own locally grown produce and must label it accordingly. The source of products must be made available upon request of market leadership or Farmers Market customers.
2. All vendors are required to display a clearly visible sign with their name, the name of their farm and the city and state location of their farm. Signs of uniform size and format will be provided by the Farmers Market.
3. Farmers who sell "100% Grown Local, By Us" will be able to display a sign that makes that claim. Farmers who sell ANY purchased produce as defined in item 2 above must display a sign with a disclaimer that declares that not all of their produce is grown by them and that they would be pleased to point out to customers which is and which is not locally grown.
4. Farmers are permitted to sell fresh fruits and vegetables, plants and trees, fresh and dried flowers, herbs, nuts. Sellers of eggs, baked goods, honey and cider must provide the Market Manager in advance with relevant state and county health permits.
5. Craft vendors from within the 100 mile radius are permitted to be members of the market with the same space rental rates and space dimensions as farmers. The products they offer must be original handmade objects produced by themselves. The products to be offered must go through an application process with item inspection by the Market Manager or a designated crafts advisor before acceptance to be a member of the market. Purchase for re-sale is not permitted. Craft items made by farmer producer members may be sold in their produce spaces.

6. A single rental parking space will be ten (10) feet wide by twenty-five (25) feet long. Rental spaces are not transferable. Spaces not used revert to the market to be re-assigned at the discretion of the Market Manager.
7. Spaces are first assigned on a reserved annual basis to season-long members who register by February 2 with remaining spaces assigned by the Market Manager based upon product offered. If a seasonal member is not going to use their space for a given Saturday they must notify the market manager before 6 a.m. that day or on a previous day so the space can be re-assigned for the day.
8. All vendors must agree to and be willing to assist in the inspection of their farms or craft construction area by representatives of the Farmers Market.
9. The operator of the market is not responsible for sales arrangements or warranties of any sort, expressed or implied, concerning produce or any other item bought, sold or traded.
10. All vendors are required to display prices.
11. The official market hours are 7:00 a.m. to 12:00 p.m. each Saturday beginning the first Saturday in May through the last Saturday in October. Members are expected to be set up and ready to begin selling by 7 a.m. and begin to close down at noon. All members should be out of the designated Farmers Market area by 1 p.m.
12. Vehicles of market members other than those in rented spaces must be parked away from the Court House Square to allow the maximum amount of parking space for customers.
13. All vendors must sweep up their areas before leaving and assist in cleaning the common area used for the market. Vendors must not discard refuse of any kind in or around trash receptacles.
14. Documentation of a product's legitimacy must be submitted upon request.
15. All vendors will abide by the Executive Committee's decisions regarding parking and the enforcement of the Rules and Regulations. Vendors who fail to abide by these Rules and Regulations shall be excluded from selling at the Farmers Market.

RULES AND REGULATIONS FOR SALE OF SPECIFIC PRODUCTS

BAKERY GOODS:

- (a) The vendor may not sell items made from purchased pre-made doughs, batters, crusts or dry ingredient mixes. For example, the shortening (fats and oils), the leavening and the salt must be added by the vendor to comply with this rule.

- (b) The vendor may use pre-made frostings and fillings, but if the vendor does so, the vendor must prominently post for the customer the fact that pre-made frosting and/or fillings have been used.
- (c) The vendor must keep all recipes and receipts for ingredients on file and must be able to produce them at an inspection.

RAW FRUITS AND VEGETABLES:

- (a) Must not be processed or adulterated. Vendors may sell a mixed bag of produce or vegetables, but may not process, including chopping or shredding the fruits or vegetables without a processing license and approved processing procedures.
- (b) If the vendor uses the term "ORGANIC", the vendor must prominently post a statement of what constitutes the vendor's meaning of organic.

MARKET OPERATION, VIOLATIONS AND APPEAL PROCEDURES

- (a) The Historic Downtown Liberty Farmers Market will operate as a standing committee within the Historic Downtown Liberty, Inc. (HDLI) organization.
- (b) Producers and crafters who pay membership fees will be considered members of the Historic Downtown Liberty Farmers Market organization.
- (c) A seven-member Advisory Committee comprised of producer representatives, Farmers Market customers and HDLI representatives will provide advice and recommendations for operation of the market.
- (d) A three-member Executive Committee comprised of the HDLI President, the HDLI Program Director and the Market Manager will be responsible for enforcing compliance of the Farmers Market rules and regulations.
- (e) A Market Manager will be selected to assist in managing the market.
- (f) Market membership meetings will be held at least twice a year. Each member family is entitled to one vote, regardless of number of spaces.
- (g) A vendor, Market consumer or the Market Manager may submit to the HDLI Program Director or a member of the market's Advisory Committee a signed written complaint against a vendor where there is cause to believe a violation of the Market Rules exists. The identity of the complainant will not be revealed to the Market. The Market Manager will conduct an initial investigation of the complaint. The investigation will include an attempt to obtain detailed information from the complainant, the alleged violator and other witnesses before a determination is made of whether a violation has occurred. For an immediately correctable violation, violators will be given oral warning indicating the offense and requesting compliance with market rules. The Market Manager will record the issuance of the warning. If the problem is not corrected in a

reasonable time, the Market Manager will issue a written warning. If a product legitimacy violation, arrangements will be made for a farm inspection within the next week.

- (h) A vendor may appeal the Market Manager's decision to the market's Executive Committee in writing. Pending review, the vendor may be prohibited from selling in the market. The Executive Committee shall begin to hear the appeal within 14 days of the exclusion of the vendor from the Market.
- (i) Rules and regulations of the market may be changed during the year based on recommendations of the Advisory Committee arising from circumstances unforeseen at the time of the creation of this document.
- (j) For 2009, fees for participation in the market will be paid using the following schedule:

Each participant in the market must pay a **membership fee** of \$25.00, regardless of the number of spaces rented.

Per space fees will be charged as follows:

Annual per space fee	\$100.00 (4.17/wk)
Monthly per space fee	\$ 50.00 (12.50/wk)

A one-time **advertising supplement fee** of \$25.00/per space will also be charged for annual season space rentals and \$10.00/per space for monthly space rentals.

Examples of Total Costs for participating in the market as follows:

Full season = \$25 membership + \$100 rent per space + \$25 advertising supplement per space = **\$150** maximum for 1 space; additional \$125 for each additional space. Two spaces = \$275 for the full season; Three spaces = \$400 for the full season; Four spaces = \$525 for the full season.

Monthly = \$25 membership + \$50 rent per space for a month + \$10 advertising supplement per space = **\$85** for one month; additional \$50 for each additional month per space. Monthly participation can be either for a calendar month or for four consecutive Saturdays.