

#155

**ANDERSON COUNTY FARMERS MARKET BYLAWS AND OPERATION**  
Adopted May 13, 2002 Revised April 4, 2008 Revised March 1, 2009 Revised November 28, 2012

**I Purpose / Mission**

The primary purpose of this organization is to provide a market for agriculture related products grown locally that will increase net farm income for Anderson County Farmers. In doing this it will provide consumers with a reasonably priced, locally grown, quality product.

**II Organization**

- A. This will be known as the: Anderson County Farmers Market, Inc. It is to be incorporated as a non-profit organization.
- B. Market operation will be governed by a seven-person market board selected by the membership. Their operational decisions will be upheld unless over-ruled by a majority vote of the membership present.
- C. The board must have written policies and rules for market operation in place prior to the official start of that market year.
- D. If at least 25% of membership request in writing that a formal membership vote be taken on a board decision, the board must call a meeting within 30 days for a vote on that decision.
- E. **Board members must be elected, annually, by the general membership. No term limits are set for board members.**
- F. The market board will be selected at an annual meeting held during the first two weeks of November with the terms of the new members to begin on December 1<sup>st</sup> of that year.
- G. Decisions may be made by the board any time a quorum of four is in attendance. Decisions may be made at other than a formally called meeting by polling all board members but must be approved favorably by at least five members of the board to become official policy.
- H. The marketing board may appoint an operational marketing manager to act on their behalf on a daily operational basis.

**III Membership**

- A. Any Anderson County producer of agriculture related products may become a selling member of the Anderson County Farmers Market, Inc.
- B. Persons in Anderson County that make or produce a product that the market board determines would add to the overall sales and concept of the market can become selling members.
- C. Producers in counties adjoining Anderson County may become selling and voting members under the following implementation plan:
  - 1) Persons that have been sellers in the past at the existing farmers market are automatically eligible to join in this market.
  - 2) Persons not previously selling at this market can in the 2002 market year become members upon approval of the board. They must submit anticipated kind and volume of sales prior to selling. The board has the right to place a limit on the products and volume of sales by a new member.
  - 3) After 2002 each new person from outside Anderson County must apply for membership and be approved by the market membership in order to become a member.
- D. All persons must be certified as producers of those products they are selling by either a member of the marketing board or the County Extension Agent in their county.
- E. Membership rights may be withdrawn for failure to comply with market policies and rules. A member will be notified that they are not complying with the rules. Membership privileges may be revoked by a vote of four members of the seven-member board.
- F. As a condition of membership all persons must sign an agreement that states they will abide by the market rules and policies. a) They also agree that should they violate these rules they may have selling rights removed by the marketing board. b) Further Agreement will state that they understand the only appeal of a board decision they have is to the general membership, which can only overturn a board decision by a majority vote of members present. c) They have no other marketing membership rights beyond this point.
- G. Any member that is determined by legal authority or the marketing board to be in violation of local, state, or federal laws or regulations that apply to production, marketing, or processing of products will be banned from selling at this market.

**IV Market Procedures and Rules**

- A. This market allows two types of member sellers.
  - 1) Day sellers who display, sell, set their own price, and receive all funds resulting from those sales. A percentage for day selling at this market will be set by the marketing board.



- 2) Consignment sellers who consign their products to be sold by the market organization will pay a percentage fee on any products sold with the level set by the marketing board. There is no fee for consigned products that are not sold. Consignment sellers shall be divided into two categories for the determination of percentage fees paid to the market organization:

**Category A:** Members who commit when signing their Farmers' Market Agreement to work a minimum of six hours per month during each full month the Market is open for the season.

**Category B:** Members who do not commit when signing their Farmers' Market Agreement to work a minimum six hours per month during each full month the Market is open for the season.

The fulfillment of work commitments may be made in a variety of ways as determined by the marketing board depending on the current needs of the marketing organization.

- 3) A producer may participate as both types of seller.

- B. All sellers should notify the market of their anticipated product and approximate volume of product they intend to sell at least one week prior to that product coming to the market.
- C. All day sellers are individually liable for their products. Any sales constitute a transaction between two individuals and the Anderson County Farmers Market Inc. is not responsible in any case of complaint or misrepresentation. All day sellers must sign a statement releasing the Anderson County Farmers Market from liability resulting from their individual sales activity.
- D. Consignment sellers will sign a statement certifying that all products consigned have been produced only accordingly to pesticide labels and any other health or safety guidelines that apply to that product.
- E. No one can set up and sell at this market without first being a member of the Anderson County Farmers Market Association Inc. Any one attempting to sell on the market property without being a member will be directed to leave the property by the marketing board or their designee. By Contractual agreement with the property owner (Anderson County Fiscal Court) The Anderson County Farmers Market has full property rights for operational purposes.

#### **V Selling of Purchased Products**

- A. No individual person may sell a product they have purchased except as covered in sections B-F. The Anderson County Farmers Market Inc. alone holds the right to purchase and resell any product. The Market's right is subject to the following restrictions: 1) It must be a product not currently available or not available in sufficient quantity from a market member. 2) The marketing board must post a notice at the market one week prior notifying sellers that they intend to purchase a product.
- B. The marketing board may allow all members to purchase and resell products should adverse weather or other uncontrollable factors justify such an action.
- C. Day selling members may buy or trade with other active day selling members of this market for the purpose of enhancing their product display.
- D. Day selling members may purchase and resell products consigned to this market.
- E. A member may apply to the board to be allowed to purchase and resell a product. This exception is to be applied only for the purpose of providing a product that, in the board's judgment, will enhance the overall market. It may not be a duplication of a similar product being produced by a member. In no case except in disaster may a member have or apply to have more than 1/3 of their sales as a result of purchased products.
- F. Any product that is purchased for resale by the market or an individual must not be represented as their product. A visible sign informing customers that this is a purchased product must be posted with the product display.

#### **VI Fees**

- A. A fee schedule will be set by the marketing board. The board will notify members of the schedule of fees.
- B. All sellers must become members of the Anderson County Farmers Market Inc.
- C. Fees collected and membership dues will be first be used to offset market operational expenses. Any fees above expense will be used to offset fees paid.

#### **VII Report to Membership**

- A. The market board will issue an annual financial summary of market activity to all members no later than 60 days after the end of that year.
- B. The market board will issue a market report of market sales to all members annually which will include both consignment sales, purchased product sales and best estimate of day sellers sales.

**Amending the By Laws**

These by laws may be amended with 30 days notification to the membership and a simple majority of those present at the announced meeting.

**Adopted Fee Schedule**

Annual Membership Fee: \$30/ per household/business. In addition to the annual membership fee, consignment and day sellers will pay a percentage of their sales to the market weekly.

Day Seller: 10% of sales, due at the market close of the same day.

Consignment Fee Schedule: 10% Commission on all sales for members who donate time to the market either working at the check out desk or maintaining property. 20% commission on all sales for members who do not donate time on behalf of the market.

**FARMERS MARKET AGREEMENT**

I agree to these conditions of selling.

Remember to enclose your \$30 annual fee!

C. I understand and agree to the consignment fee schedule for any product sales that are marketed for me by the Market.

IV. A. I understand and agree to pay the 2% day selling fee due to the Farmers Market at the end of market hours on the day of the sale.

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B. As a consignment seller I understand that I alone am responsible for the quality and safety of the product consigned.

C. I agree that the Farmers Market only becomes jointly liable for a legal claim should that legal claim be caused by negligence on the part of the market after that product is in its possession.

III. A. I accept the liability for the safety of any product I produce and market as a day seller. I will not hold the Anderson County Farmers Market in joint liability for the safety of my product should any claim arise. I understand that as a day seller any sales are a transaction between the purchaser and myself.

B. As a consignment seller I understand that I alone am responsible for the quality and safety of the product consigned.

C. I agree that the Farmers Market only becomes jointly liable for a legal claim should that legal claim be caused by negligence on the part of the market after that product is in its possession.

II. A. I agree not to market any product that is not in compliance with all local, state, and federal laws and regulations that apply to the production and marketing of the product.

B. I understand that the market is only acting as an agent for consignment sales.

C. I agree that any product sold that falls into a classification requiring sales tax will have any sales tax paid by me as an individual and the market bears no liability to collect, file, or pay a sales tax on my sales.

A. I agree not to market any product that is not in compliance with all local, state, and federal laws and regulations that apply to the production and marketing of the product.

B. I agree to seek no further appeal or legal action of a marketing board's decision beyond that provided for in the market rules. The exception would be if the Market itself were in violation of county, state, or federal laws in withdrawing membership.

C. I agree to seek no further appeal or legal action of a marketing board's decision beyond that provided for in the market rules. The exception would be if the Market itself were in violation of county, state, or federal laws in withdrawing membership.

I. A. I will only sell under the terms of the by laws and rules of operation as adopted by the Anderson County Farmers Market. I understand that should I violate these rules my selling privileges may be withdrawn by the designated marketing board.

B. I agree to seek no further appeal or legal action of a marketing board's decision beyond that provided for in the market rules. The exception would be if the Market itself were in violation of county, state, or federal laws in withdrawing membership.

C. I agree to seek no further appeal or legal action of a marketing board's decision beyond that provided for in the market rules. The exception would be if the Market itself were in violation of county, state, or federal laws in withdrawing membership.

As a selling member of the Anderson County Farmers Market I agree to the following conditions allowing members to participate as a seller:



# APPLICATION TO SELL AT THE ANDERSON COUNTY FARMERS MARKET

\*Please review the market by laws attached.

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Do you plan to participate in a traditional market day?  
When and how much do you plan to market through the farmers market?

About when will you have your first crop ready to harvest?

What will it be? (Suggest focusing on 1 or 2 items.)

And how much are you growing?

What days and shifts do you plan to be working the desk? Circle at least 2 below. These are to give the Desk Schedule Manager information to work on with you.

Fri 12-3    Fri 3-6    Sat 9-12    Sat 12-3    Sun 12-3

## FARMERS MARKET AGREEMENT

As a selling member of the Anderson County Farmers Market I agree to the following conditions allowing members to participate as a seller:

- I. A. I will only sell under the terms of the by laws and rules of operation as adopted by the Anderson County Farmers Market. I understand that should I violate these rules my selling privileges may be withdrawn by the designated marketing board.  
B. I agree to seek no further appeal or legal action of a marketing board's decision beyond that provided for in the market rules. The exception would be if the Market itself were in violation of county, state, or federal laws in withdrawing membership.
- II. A. I agree not to market any product that is not in compliance with all local, state, and federal laws and regulations that apply to the production and marketing of the product.  
B. I understand that the market is only acting either as a place for me to set up and sell my products or is only acting as an agent for consignment sales.  
C. I agree that any product sold that falls into a classification requiring sales tax will have any sales tax paid by me as an individual and the market bears no liability to collect, file, or pay a sales tax on my sales.
- III. A. I accept the liability for the safety of any product I produce and market as a day seller. I will not hold the Anderson County Farmers Market in joint liability for the safety of my product should any claim arise. I understand that as a day seller any sales are a transaction between the purchaser and myself.  
B. As a consignment seller I understand that I alone am responsible for the quality and safety of the product consigned.  
C. I agree that the Farmers Market only becomes jointly liable for a legal claim should that legal claim be caused by negligence on the part of the market after that product is in its possession.
- IV. A. I understand and agree to pay the 5% day selling fees due to the Farmers Market at the end of market hours on the day of the sale.  
C. I understand and agree to the consignment fee schedule for any product sales that are marketed for me by the Market.

I agree to these conditions of selling.

Remember to enclose your \$30 annual fee!

Signature \_\_\_\_\_

Date \_\_\_\_\_