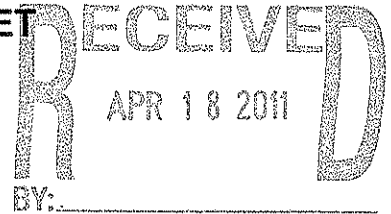


MERCER COUNTY FARMERS MARKET

APPLICATION



Name _____ Date _____

Address _____

Home Phone _____ Cell Phone _____

E-mail Address (if applicable) _____

Type of produce/product you plan to sell at the Mercer County Farmers Market:

Location of farm where this produce/product is produced:

I have read, understand and agree to follow the Mercer County Farmers Market Vendor Agreement on the back of this application.

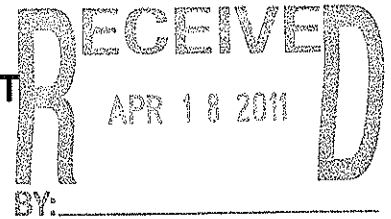
Applicant Signature

Date

County Agent Signature

Date

MERCER COUNTY FARMERS MARKET
BY-LAWS



NAME

The name of the market will be the Mercer County Farmers Market and will be operated under the organization known as the Mercer County Farmers Market Association.

PURPOSE OF THE MERCER COUNTY FARMERS MARKET

To provide consumers with locally grown, good value farm products at a convenient location. To provide farmers with a profitable, well organized and operated retail marketplace and to provide community supported agriculture.

PURPOSE OF THE MERCER COUNTY FARMERS MARKET ASSOCIATION

To ensure orderly operation while striking a fair balance between all participants, and to provide a legal basis to operate an official, non-profit entity.

MEMBERSHIP

Those actively engaged in the production of accepted products, whether on a full or part-time basis and who *reside* in Mercer or adjoining counties (Anderson, Boyle, Garrard, Woodford, Washington and Jessamine).

There is an associate member category for advisors or area leaders, voted in as such, with no voting privileges.

RIGHTS OF MEMBERS, VOTING ISSUES

Each member in good standing has one vote on issues and by-law changes.

Advance notice of discussion and vote shall be made to all members.

Market-related issues shall be decided on the basis of 51% or greater of votes cast. Types of issues requiring a vote include: ejecting vendors, changing the sales periods or location, electing officers, setting fees, making purchases or entering agreements, and terminating the farmers market.

Changes to the by-laws shall be decided on the basis of 66% or greater of votes cast.

A vendor who willfully violates these by-laws can be ejected following discussion and vote.

MEMBER DUTIES

Members are to:

- *Pay state sales taxes, local gross sales taxes, business license fees due and applicable insurance.
- *Restate their decision to participate next season by the group's deadline.
- *Pay fees to the treasurer on time.
- *Be ready to sell at the opening time on market day.
- *Not consistently price products far below other vendors' levels.
- *Not offer unsalable products or misrepresent the quality of an item.
- *Vendors will take unsold products with them when they leave and keep the sales area clean.
- *Respond to questionnaires and surveys as needed.
- *Members will cooperate if manager suggests they move their stand.

OFFICERS

Term of office shall be one year. Elections are to be held at the first meeting by general membership to prepare for the next season of the farmers market. Officers *can* be re-elected.

President chairs meetings, serves as contact for outside groups, appoints committees and conducts elections.

Secretary maintains correspondence, up-to-date by-laws, list of members, applications, and minutes of meetings.

Treasurer collects fees, pays bills, keeps financial records, ensures tax reports are filed and makes a financial report of the farmers market organization.

Board of Directors shall consist of the 3 elected officers plus 3 members selected by general membership.

FEES

Fees that can be imposed on vendors include an annual entry fee, sales day fee (in advance every sales day, weekly or monthly), and special project fees as determined by general membership.

The annual entry or advance sales fees are *not* refundable.

COMMITTEES

The president can appoint members and market associates to committees such as promotion, consumer research, site and safety, and audit.

Stand placement and assignment may be proposed before the sale season by the Site and Safety Committee for approval.

STANDS, VACANCIES

A stand can be shared between no more than two producers (who pay for and vote as one).

One vacant stand can be absorbed into an adjacent stand by that vendor (who pays double the sales day fee, but has one vote). If both adjacent vendors want a vacant stand, a coin toss will decide.

If neither adjacent vendor wants a vacant stand, a new member can be placed there.

Stands are to be kept hazard-free, reasonably attractive, and activities should be fair to neighboring stands.

Trash and litter around the stand from any source is to be cleaned up by the vendor before departure.

PRODUCTS

These products can be sold at the farmers market:

fresh vegetables	soaps/bath salts	wool, fleeces
herbs	fruits, cider	jams & jellies
fruit baskets	preserves	dried fruits & vegetables
bedding plants	ornamental produce	hay, straw
baked goods	potted plants	plant arrangements
canned goods	cut, dried flowers	produce containers
eggs	honey, maple syrup	

Products not sanctioned above should receive clearance from members before sale.

Vendors must comply with applicable local, state and federal regulations such as:

*Approval seal on weighing devices

- *Pesticide licensing and safe use
- *Participation in mandatory commodity orders for Ag. Commodities
- *Organic certification on claimed products.
- *State sales tax collected as required
- *Food safety, sanitation, health permits and labeling issues that apply to the item
- *Liability insurance

PRODUCT SOURCE

All products displayed must be produced and sold by an association member. Any exceptions must be approved by the Association on an annual basis.

Violations of this source restriction can result in a vendor's expulsion from the market and forfeiture of fees paid.

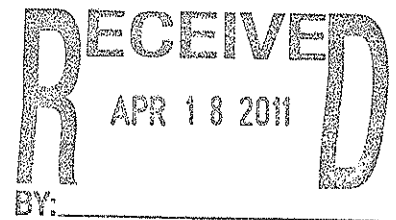
TERMINATION

The farmers market will be intact as long as 5 members remain active in good standing.

Failing that, or if facility or municipal arrangements close the market, the treasury is to be maintained for the period of time required to meet all outstanding bills, taxes and obligations.

The remaining funds shall be split among all current members of the farmers market in good standing, pro-rated according to their length of participation. All taxes and reporting requirements must be satisfied prior to this dispensation of funds.

**MERCER COUNTY FARMERS MARKET
VENDOR AGREEMENT**



1. The Mercer County Farmers Market shall be open to vendors from Mercer County and surrounding counties.
2. The market will be open on Thursday evenings from 4:00 - 7:00 pm and Saturday from 9:00 am - 12 noon, May 30 – October 29 at the Flea Mall & Antique Center. Additionally, the market will be open on Tuesdays 4:00 - 7:00 pm on Broadway beside the YMCA. Vendors may be assigned to at least one Tuesday market day. All vendors must set up in the designated area assigned to the market prior to market opening time. Vendors are **not allowed** to sell prior to market opening time posted.
3. Each vendor is responsible for setting up, displaying, and packaging their product.
4. Each vendor must leave his or her selling area in a clean and orderly condition.
5. All refuse and unsold goods must be removed from the market area by the vendor.
6. Only locally grown or produced food products, flowers, herbs and baked goods may be offered at the market. You are required to produce what you are selling. **In order to sell processed foods you must follow the requirements of HB391 (Home Processing of Products) as stated in the Farmers' Market Manual (pg 40-42). Purchased products may not be sold at the market.**
7. Vendors may offer samples of their products **AFTER** they have completed the Good Agricultural Practices (GAP) training and become certified.
8. Our market does accept Farmers Market Nutrition Program (FMNP) WIC and Senior Discount Coupons. Vendors may accept these coupons only **AFTER** they have completed the appropriate training.
9. Prices should be fair market value, negotiated by the vendor and the customer.
10. Each vendor must meet with the County Extension Agent to fill out an application.
11. Any vendor selling items by the pound must use a certified scale.
12. **Vendors are responsible for any permits and/or license for their products. These permits and/or licenses must be displayed.**
13. **Vendors are responsible for their own liability insurance.**
14. A \$35 fee made payable to Mercer County Farmers Market will be required at the time of application. The fee will be \$40 beginning July 1st. One day passes are available for \$15. Two current vendors must sign the one day pass. Should a vendor decide to join for the remainder of the growing season the \$15 is applicable towards the \$35 market fee.

(Continued on back)

15. Each vendor should become a certified KY Proud member.

16. In addition vendors should:

- a. Pay state sales taxes, local gross sales taxes, business license fees due and applicable insurance.
- b. Restate their decision to participate next season by the group's deadline.
- c. Pay fees to the treasurer on time.
- d. Be ready to sell at the opening time on market day.
- e. **NOT start selling before the advertised opening time.**
- f. Not consistently price products far below other vendors' levels.
- g. Respond to questionnaires and surveys as needed.
- h. Cooperate if the manager or site committee suggests they move their stand.

17. Stand rules:

- a. A stand can be shared between no more than two producers (who pay for and vote as one).
- b. One vacant stand can be absorbed into an adjacent stand by that vendor. If both adjacent vendors want a vacant stand, a coin toss will decide which vendor gets the vacant stand.
- c. If neither adjacent vendor wants a vacant stand a new member can be placed there.
- d. Stands are to be kept hazard-free, reasonably attractive, and activities should be fair to neighboring stands.
- e. Trash and litter around the stand from any source is to be cleaned up by the vendor before departure.

18. Vendors must comply with other applicable local, state, and federal regulations such as:

- a. Approval seal on weighing devices
- b. Pesticide licensing and safe use
- c. Participation in mandatory commodity orders for Ag commodities
- d. Organic certification on claimed products.
- e. State sales tax collected as required.
- f. Food safety, sanitation, health permits and labeling issues that apply to the item

19. Are you GAP certified? Yes _____ No _____

20. Do you have a sampling certificate? Yes _____ No _____

21. Are you a KY Proud member? Yes _____ No _____

I agree to follow the requirements listed above regarding participation in the Mercer County Farmers Market.

Applicant Signature

Date