

**Riverview Farmers Market Association**  
By-Laws, Regulations and Application



**Market Location** – Primary location will be Hometown Pizza and the Courthouse BY: \_\_\_\_\_

**Days and hours** – The members of the Riverview Farmers Market will be able to sell products any Saturday or Wednesday that produce is available and ready to sell. Advertised days of the market will be each Saturday, 8:00 a.m. to 12:00 pm or til sold out at Hometown Pizza and at the Courthouse on Wednesdays 2:00 p.m. to 5:00 pm or til sold out. There will also be one Friday a month from 4:00 pm to 8:00 on the Courthouse square with the Main Street Program. Also they can set up for the Gala at General Butler Park that is usually the first Saturday in September.

**Membership** – Annual fees of \$25.00 per family will be charged for a membership permit. Membership will be open to all people regardless of race, color, age, sex, religion, disability or national origin. In addition, anyone joining about May 1<sup>st</sup> will have to pay \$100.

**Opening Date** – The market will open whenever any vendor is ready to set up.

**Participation** – Membership in the market will be limited to Carroll County residents or residents of adjoining counties who grow their own produce.

**Market Rules**

- 1) Space will be provided on a first come basis.
- 2) Market families may combine produce for selling purposes.
- 3) All produce sold at the Riverview Farmers Market must be locally grown. Members must grow all of the produce they sell. No commercial produce is allowed. Locally grown is defined as being produced in Carroll County or one of the adjoining counties in Kentucky – Henry, Trimble, Owen or Gallatin Counties and Indiana – Jefferson or Switzerland.
- 4) Specialty items such as honey, herbs, sorghum, flowers, nursery stock, bedding plants, eggs, meat and animal products may be sold. Crafts can be sold if they are made by the vendor.
- 5) Produce offered for sale must meet the required number of days since the last application of pesticides.
- 6) No spoiled produce will be offered for sale. Quality and freshness will be two key selling points for the grower.
- 7) Produce shall be priced and sold by the pound, bunch, ear, dozen, peck, etc. If sold by the pound, the use of an approved scale is required. There will be no undercutting of produce pricing. Each day of sales prior to opening, producers will be in consistence of pricing of their product. If there is a difference of opinion, the market manager or an officer of the Market will establish the pricing.
- 8) All members will be responsible for their own garbage and refuse receptacles, will clean up their own selling space and will remove all garbage at the end of the day.

- 9) No drugs or alcohol are allowed on premises.
- 10) Bake sales and yard sales will be prohibited at the farmers market site. Members who are registered with the Kentucky Cabinet for Health Services are allowed to sell their products (baked goods). They must be a certified Home Processor or Microprocessor and must have their certificate with them at all times during the market. No market families can combine to sell bake goods.
- 11) If accepting WIC/Senior coupons producers agree to accept coupons from the eligible food list from the SRFMNF, not to give any change back on coupons and follow all other WIC/Senior coupons rules and regulations. In order to accept coupon producers have to have the proper training and been issued an approved stamp.
- 12) All members must comply with all local, state or federal laws, label or food safety and handling regulations. This includes obtaining GAP (Good Agricultural Practice) training.
- 13) Due to limited parking space in front of the selling area, vehicles associated with the market vendors or their employees must be parked on the other side of the parking lot except for loading and unloading.
- 14) Grievances for any market matter should be submitted in writing to the market manager or any board member. The market manager will act immediately if needed and a meeting will be scheduled. Absolutely no conflicts are to be created or resolved at the market.
- 15) Any seller not in compliance with the regulations of the Riverview Farmers Market Association will be issued the following:
  - First Offense – A warning of non-compliance.
  - Second Offense – Will be suspended from selling for the remainder of the year and will be on probation the following year.
- 16) No live animals may be sold at the market.
- 17) Riverview Farmers Market voting privileges are limited to paid members of the association. (One vote per family).
- 18) Officer and directors will not be responsible for accidents occurring on the premises. Members should not hold the market responsible for any accidents to themselves.
- 19) Rules and regulations will be reviewed annually by the market members to make any necessary revisions.
- 20) All members shall be selected and programs conducted without regard to race, color, age, sex, religion, disability, or national origin.
- 21) A copy of proof of insurance will be given to the secretary by May 1<sup>st</sup> of each year.

22) The Association shall hold an election of the Executive Committee and Market Manager every two years. The Association must elect a president, vice president, secretary, treasurer, and two board members. Four officers will make up a quorum. Only one representative per farm/vendor will be allowed a position on the Executive Committee. The term for all positions is two years and there is no term limit. The Market Manager position is a non-board position and is not necessarily a market member. The duties of each officer are as follows:

• **President:**

Presides over all meetings and conducts votes as needed, serves as point of contact for the market and appoints committees.

• **Vice President:**

In the absence or disability of the President, the Vice President shall perform the duties of the President, shall act as the public relations officer and shall be in charge of advertisement, public service announcements, and requesting assistance from local businesses.

• **Secretary:**

Keep a complete record of all meetings, keep a complete list of all members and their applications, act as liaison between the Extension Office and the Association, send a copy of minutes from every meeting to each absent member at his or her last known address, and upon election of a successor, turn over all books and other property belonging to the Market that is in his or her possession.

• **Treasurer:**

Collects fees, pays bills, keeps financial records, prepare a financial report for each meeting, keep a complete list of all paid members and issue proof of membership to each new member, upon election of a successor, turn over all books and other property belonging to the Market that is in his or her possession, be the WIC/Senior coordinator for the market and serve as a liaison for Department of Agriculture and the Association.

• **Market Manager:**

Document grievances by vendor or consumer, determine that all market rules are being followed, shall inspect produce for quality, report by-laws violations to the Executive Committee, who will schedule a meeting and a vote to consider any disciplinary action of any by-laws violating member, and other duties as may be requested by the board.

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BY: \_\_\_\_\_

## Riverview Farmers Market Producer Agreement

I, the undersigned, have read and understand the rules and regulations governing the Riverview Farmers Market and agree to abide by them. A violation of these rules and regulations gives the Riverview Farmers Market Board of Directors the power to end my privilege to sell and revoke the membership with no fees refunded.

Signed \_\_\_\_\_ Date \_\_\_\_\_  
(Signature)

Name \_\_\_\_\_

Business/Farm Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

Phones – Home \_\_\_\_\_ Work \_\_\_\_\_ Cell \_\_\_\_\_

E-mail - \_\_\_\_\_

Products that you plan to sell \_\_\_\_\_

Do you plan to accept WIC and Senior coupons this year? Yes \_\_\_\_\_ No \_\_\_\_\_

Membership Dues: \$25.00 after May 1<sup>st</sup> dues will be \$100.00

Dues paid by check \_\_\_\_\_ cash \_\_\_\_\_

Make checks payable to: Riverview Farmers Market

As a condition of membership, the member agrees to release and hold the Riverview Farmers Market Association, its directors, officers, agents, and employees harmless from all claims related to or arising from such negligence by said membership.

All producers-venders shall be required to carry appropriate liability insurance and attach a certificate of insurance along with the market application.

I \_\_\_\_\_ have read and understand the above statement.

Date: \_\_\_\_\_

