

\_\_\_\_\_ \$75 Vendor Membership Fee paid

Kentucky Proud  
Participant

# Southwest Farmers Market 2011 Vendor Application

Yes \_\_\_ No \_\_\_

Vendor or Business Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Name \_\_\_\_\_ Email \_\_\_\_\_

Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_ Fax \_\_\_\_\_

Requested Start Date \_\_\_\_\_ Expected End Date \_\_\_\_\_

Address or Location of product source if different from above: \_\_\_\_\_

Items to be sold:	_____ % Produce	_____ % Plants and cut flowers
(estimate % of total)	_____ % Baked/Preserved goods	_____ % Eggs, meat, cheese
	_____ % Crafts/Specialty items	_____ % Other (please specify)

List or describe all produce/products to be sold or displayed in the Market booth:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Certified for home-based processing? Yes \_\_\_ No \_\_\_ N/A \_\_\_\_\_

(If yes, please provide copy of certificate to market for file.)

Participation in other markets	<u>Name</u>	<u>Items sold</u>	<u>Year(s)</u>
_____	_____	_____	_____
_____	_____	_____	_____

**I HAVE READ AND UNDERSTAND THE 2011 OPERATING RULES AND BYLAWS OF THE SOUTHWEST FARMERS MARKET AND AGREE TO BE BOUND AND ABIDE BY THEM, IF ALLOWED TO PARTICIPATE IN THE MARKET.**

Printed Name of applicant _____	Signature _____	Date _____
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Send to:  
Barbara Gagel, Secretary  
2400 Lower Hunters Trace  
Louisville, KY 40216

Please include \$75 Annual Vendor Membership Fee and copies of applicable licenses and permits with application.

Make check payable to Southwest Farmers Market. If mailing, please do not send cash.



**Southwest Farmers Market**  
2011 Operating Rules and Bylaws

**Mission Statement:** The primary purpose of the Southwest Farmer's Market (hereafter "the Market" or "Market") is to provide a setting for community interaction and an outlet for fresh produce with an emphasis on local gardeners, growers, and farmers. Other items may be permitted as specified under Product Requirements. The Market will follow Kentucky Proud guidelines as provided by the Kentucky Department of Agriculture.

**Market Day Location and Hours of Operation:**

**Site:** Parking lot of Valley High School, 10200 Dixie Hwy, Louisville, KY 40272  
(One mile north of I-265 (Gene Snyder Freeway) on Hwy 31 W)

**Market Day:** Saturdays

**Time:** 9:00 am – 1:00 pm

**Market Dates:** Market opening date will be determined by the Board of Directors. Market will continue to operate as long as participating vendors have eligible products to sell. For the 2011 season, opening day is June 4 and the projected end date is October 29.

**Market Membership, Administration, and Structure:**

Market membership is open to everyone who wants to support the Market. It consists of all Vendors and Market Friends.

The *Board of Directors* shall consist of all Vendors for the current year, plus 2 members of the community (Market Friends) and one representative from Southwest Community Ministries. All Directors will be notified of all meetings of the Board of Directors, but those present constitute a quorum for the purpose of conducting the business of the Market.

The year shall be designated as March 1 of the current year through February 28/29 of the following year.

The President and Vice-President must be Vendors. All other officers may be either Vendors or Market Friends.

The *Executive Committee* will consist of the *President, Vice President, Secretary, Treasurer, two board members*, (three board members if no one has been elected Vice-President), *and a representative of Southwest Community Ministries*. For any Executive Committee Meeting, all of its members will be notified and a time will be chosen that suits a majority of the members of the Committee, but those present will constitute a quorum for the purpose of transacting the business of that meeting.

**Vendors**

**Membership Requirements:**

\*A Vendor is defined as a producer of product to be sold at the Market.

\*Only approved Vendors may sell at the Market.

\*An application for Vendor Membership must be submitted for approval *each year*, along with the Annual Vendor Membership Fee to be paid by March 3, in order to acquire a Market Vendor Membership and a Market booth space for selling product.

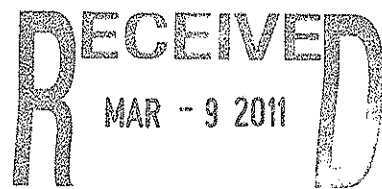
\*Each Vendor has one vote on the Board of Directors per Annual Vendor Membership Fee paid.

\*Each Vendor will also pay a weekly Market Fee for each booth space during the Market season.

\*If new approved vendors wish to join after the March 3 deadline, they must pay the full Annual Vendor Membership Fee at the time of their joining, which must be by July 31, and they will pay the Market Day Set-up fee each week for the rest of the season and become functioning members of the Market. Late-coming Vendors must participate and pay the fee for the next year by the early deadline of March 3 to be included in the Vendors for that season. No vendor applicant may come in late two selling seasons in a row.

\*Small farmers or backyard growers may combine to form a "selling cooperative" or "co-op" and thus constitute a single Market Vendor. A co-op will pay one Annual Vendor Membership Fee, which includes one booth space, will pay one Market Day Set-up Fee per week, and have one vote on any issue at any meeting of the Board of Directors (Co-op must designate who casts that one vote.). No non-profit Vendor may combine with a for-profit Vendor. This creates a conflict of interest (a legal term) for the non-profit entity and can cause the non-profit to lose its non-profit status.

\*Each Vendor will serve on at least one committee.



### **Membership Application**

- \*Those desiring Vendor Membership must submit a completed copy of the Application For Membership along with the Annual Membership Fee to the Executive Committee. Application approval will constitute membership in the Market.
- \*A specific individual must be designated as responsible for booth operation and be readily available should problems arise at the Market. Vendors are expected to understand and adhere to all requirements of this document and the parameters stated in their application. Failure to do so may result in discontinued participation in the Market.
- \*Applications will be processed and approved by the Executive Committee.
- \*Applicants required to be licensed or certified to produce items for sale must send copies of applicable documents (ie., Home Processed Food Certificate, GAP training, Samples Certificate, etc.) with their application. DO NOT include any documents listing account or social security numbers.
- \*Evidence of the Vendor's liability insurance policy is required, and must be filed with the Market Secretary each year before May 1.
- \*Every effort will be made to approve all applicants, but practicality and Market success will be the primary considerations for approvals. For those whose applications are not approved, the Membership Fee will be returned.

### **Market Friends Membership**

Interested community members may become Market Friends by donating at least \$25 per season to the Market. This can be in the form of cash or check, or as an "in kind donation" pending approval by the Executive Committee. The purpose of Market Friends is to support the Market and its Mission, and to help include the community in this effort.

- \*If a Market Friend helps in an administrative capacity, that may be counted as an "in-kind donation" with approval by the Executive Committee.
- \*Market Friends may serve on committees, but will not vote on market/vendor issues unless they are elected to the Board of Directors. Their input is always welcome even if they do not have a vote.
- \*Market Friends are **not approved to sell** anything at the Market.
- \*Market Friends may advertise their local area business by brochures, coupons, etc at the Market Friends booth.

### **Fees**

Fees are required to defray Market expenses (advertising, insurance, maintenance, Market Mgr., etc.) and are set as follows:

- \* Vendor Annual Membership Fee – \$75 per year provides Vendor one booth space and one vote on the Board of Directors
- \* Weekly Market Day Set-up Fee – \$5 per week of the selling season (1 set-up fee per vendor per market day)
- \* Additional booth spaces – \$75 per additional space for the selling season affords a 2nd vote on the Board of Directors. A second Weekly Market Day Set-up Fee will also be assessed.
- \* Co-ops pay one Vendor Annual Fee, one Set-up Fee per week, and have one vote on the Board of Directors. (The Co-op must choose one representative to cast that vote. )

The Annual Vendor Membership Fee must be included with the Vendor's application.

The Weekly Market Day Set-up Fee is due each Market Day and will be collected by the Treasurer or his designated representative. A receipt will be given for each fee received.

Charitable organizations who wish to sell product, must submit an application as a Vendor, but can request a waiver of fees. Application approval and fee waiver will be based on Market needs. If the fee is waived, there is no vote on the Board of Directors given to that Vendor, but their input is welcomed.

### Selection of Officers:

- Officers are elected every year at the Annual Meeting of the Board of Directors. All current members shall be notified of the meeting to be held in January. Those present will constitute a quorum and elect the officers for the new year.
- Officers serve for one year, unless re-elected in subsequent years. There are no term limits.
- Selection of Officers may be by formal or informal vote or by consensus.
- An absent member may be selected for office if his/her desire is known by an attending member.
- Offices and their duties shall be as follows:

#### **President**

Preside over meetings.  
Conduct voting as necessary.  
Establish committees: choose committee members and a chair for each.  
Act as a point of contact and a liaison between the Market and outside organizations.

#### **Vice President**

Act as public relations officer in charge of advertising, public service announcements, etc.  
Ensure all site documentation (permits, insurance, agreements, etc.) is in order.  
In the absence of the President, the Vice President shall assume the duties of that office.  
*This position will not be used for the 2011 Market year and the other officers will split up these duties as deemed necessary.*

#### **Secretary**

Keep minutes of all meetings.  
Report the minutes at subsequent meetings.  
Make minutes available to the membership on Market days.  
Notify members of next meeting time and place by phone, email or U.S. Mail.  
Keep attendance for each meeting.  
Maintain an up-to-date list of the membership.  
Maintain a file of applications.  
Keep and maintain other Market records.  
Maintain all documents until the next election.

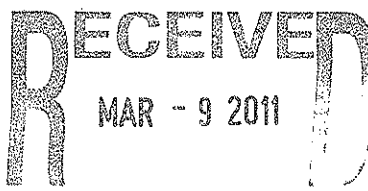
#### **Treasurer**

Collect fees.  
Maintain a list of current Vendor members.  
Issue proof of membership.  
Deposit any monies collected in the Farmers Market Bank Account.  
Pay bills.  
Keep financial records (copy to Secretary).  
Prepare financial reports for board meetings.  
Administer the EBT and Senior Voucher programs.  
Distribute EBT and Debit Machine tokens on Market Days.

#### **Market Manager**

Is a non-Board position.  
Term is for one year.  
Is approved by the Board of Directors.  
Report to the Board of Directors any activities or issues requiring discussion and/or resolution.  
Conduct Market operations in accordance with policy decisions and the rules set forth in this document.  
Handle all issues concerning Vendors, Market Friends, or customers of the Market concerning implementing policy and rules of operation of the Market.

*All records (minutes, financial books, applications, etc.) are the property of the Market. A departing officer should hand-deliver all records in their possession to the Executive Committee upon their vacating of the office.*



**Committees:** Members of committees may be Vendors or Market Friends.

All records (minutes, financial books, applications, etc.) are the property of the Market. A departing Committee member is to hand deliver records in their possession to the Committee they are leaving. Committees being dissolved are to leave the Committee records with the Executive Committee.

Committees are defined as follows:

**Executive Committee**

*Consists of President, Vice President, Secretary, Treasurer, two board members, (Three board members if no one has been elected Vice-President), and a representative of Southwest Community Ministries. A quorum is whoever shows up for the meeting when all members have been notified of the meeting and its purpose, and all due diligence has been taken to ensure the meeting time is agreeable to as many on the committee as possible.*

- \*Schedule and conduct Regular Board Meetings, Annual Board Meetings, and any other Board Meetings deemed necessary by the Executive Committee.
- \*Discuss and set Market policy.
- \*Insure all Committees are properly formed and functioning.
- \*Insure proper documentation of all records and proceedings and make them available to the Market Membership.
- \*Review Vendor applications and base membership approval on the criteria set forth in this document.
  - + Mark each application with the date received by an Executive Committee member (use postmark if received by mail).
  - + Review each application in the order received.
  - + Approval based on meeting Kentucky Proud & locally grown/produced guidelines as well as product(s) to be sold.
  - + Reply to each approved applicant in a timely manner with a Letter of Confirmation listing the start date, booth location, and a contact list.
  - + Notify non-approved vendors and return all prepaid fees.
  - + Establish and maintain a list of Vendor members. (Copy to Secretary)
- \* Conduct any other business required in support of the Market.

**Advertising Committee**

The primary purpose of the advertising committee is to handle all aspects of advertising and generating publicity for the Market.

- \* Committee will have the authority to pursue and purchase approved forms of advertising.
- \* Committee representative will report to the Board at each meeting.

**Market Operation:**

\*Market Day operation of the Market will be the responsibility of the Market Manager.

\*One Market Booth will be set up for Market Administration.

\*Additional booth space may be made available to local civic organizations, local charities, or local businesses who are Market Friends. Pending approval by the Executive Committee, they may advertise their business, but these entities may not sell any product or take any donations at the Market.

**Booth Setup**

Vendor booth space requirements will be specified on the Vendor's application. Market Booth Spaces are 12 ft. x 48ft. or 24 ft. x 24 ft. and can be flexible as long as space allows.

Requests for a specific location will be considered, but Market requirements take precedence.

### **Booth Operation**

Vendors will operate booths as follows:

- \* Arrive in sufficient time to be ready to sell at Market Opening.
- \* Set up in the space designated in the approval notice.
- \* If dispensing goods from a truck, trailer, or other wheeled vehicle, the vehicle must be contained within the designated space. All other vehicles must be parked elsewhere unless specifically cleared by the Market Manager.
- \* Clearly post prices for all booth items and copies of applicable certificates and licenses.
- \* Produce shall be priced and sold by the pound, bunch, ear, dozen, etc. If sold by the pound, the use of an approved scale is required. Scales used must be for legal trade, made for commercial use and be inspected and sealed annually by the Kentucky Department of Agriculture Division of Regulations and Inspections.
- \* Keep booth space clear of debris and operate in a safe and sanitary manner.
- \* Completely clear booth space after Market close. All vendors 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.
- \* No vendor will deposit trash or garbage in the Valley High School dumpster.
- \* Care will be taken not to cause damage to the pavement or utilities provided.
- \* Maintain the booth until 1:00 pm.

### **Market Relations and Restrictions**

\*Vendors unable to participate on a Market Day must notify a member of the Executive Committee at least 24 hours prior to start of business day to be missed, except in the case of an emergency. If notification is not provided at least 24 hours prior to start of business, vendors may be subject to the \$5/set-up fee even though not participating. Continued absences without notice may result in space reassignment or loss of Market membership and participation. No refund of Annual Fee will be given.

\*Vendors are expected to be honest, courteous, and to conduct themselves in a manner that will encourage the growth and development of the Market.

**\*Smoking is prohibited\***

**\*The use of alcohol is prohibited.\***

**\*The use of illicit drugs is prohibited.\***

**\*Pets are prohibited.\***

\*Every effort will be made to resolve disagreements quietly. Should this not be possible, the decision of the Market Manager will be observed. Should anyone feel a decision is unsatisfactory, a grievance may be submitted in writing to the Market Manager or to a member of the Executive Committee. A Grievance Form will be available at the Market Administrative booth. The submitter must attend an Executive Committee Meeting for the submission to be reviewed and resolved. Otherwise, the decision of the Market Manager is final.

\*Should a Vendor be unable or unwilling to comply with Market rules or decisions, the Market Manager will act according to the outline of offense responses in the Rules & Regulations.

### **Site Maintenance**

The Market uses public school property and responsible use and abiding by their rules is paramount.



### **Product Requirements:**

The makeup of items sold by Vendors will be based on the following criteria.

#### **Market Variety**

The Vendor selection will be influenced by items listed on their application. There will be no "exclusives" Just because one Vendor sells a particular item doesn't prevent another Vendor from selling the same type of item. The Market will strive to maintain the following variety of items for sale:

- \*Produce (fruits, vegetables) -(50%)
- \*Plants and cut flowers -(20%)
- \*Baked and preserved goods -(10%)
- \*Eggs, meat and cheese -(10%)
- \*Crafts and specialty items (honey, herbs, sorghum, jams, jellies, etc.) -(10%)

*The Executive Committee will verify the classification of items indicated on Vendor applications. After submission, Vendors wishing to add to items listed on their application should do so in writing. The added items cannot be displayed or sold until approved by the Executive Committee..*

**\*\*\* Among the items not allowed to be sold are: \*\*\***

**Alcoholic products or drinks.  
Tobacco or tobacco products.  
Live animals.**

#### **Market Quality**

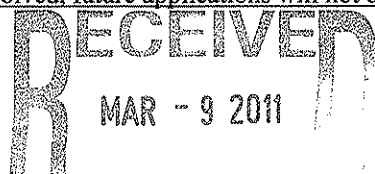
- \*Each Vendor is expected to maintain a safe, clean, and neat booth and is responsible for conforming to applicable USDA standards and guidelines.
- \*Vendors selling processed food must be certified through the Health Department and/or UK/Jeffersn County Cooperative Extension Service, and/or the KY Dept of Agriculture and have a current Home Processed Food Certificate. A copy of the certificate must be provided to the Market with the application.
- \*All produce or products labeled 'organic' must be third party certified according to USDA standards by a recognized organic certifying agency. Certification letters must be available for review at the Vendor's booth.
- \*Market Manager can have any items removed from sale or the booth closed if quality or safety comes into question.

#### **Product Source**

- \*Items to be sold must be "locally grown or produced".
- \*"Locally grown or produced" is defined as grown or produced in Kentucky or Southern Indiana.
- \*Processed items must have a primary component produced in Kentucky or Southern Indiana, and must be processed by the Vendor.
- \*High quality craft items may be sold if they are hand-made by the Vendor. High priority will be given for items using locally grown or produced product.

## Market Rules

1. Rules and regulations will be reviewed annually by the Executive Committee and revised as needed.
2. Space assignments are based on receipt of (a)an approved application, (b)paid Vendor Membership fee, and c)market seniority.
3. A copy of proof of insurance will be given to the secretary by May 1st of each year.
4. All produce sold at the Southwest Farmers Market must be locally grown. Locally grown is defined as being produced in Kentucky or Southern Indiana. **If the vendor has not grown the product himself, the product must be labeled so that the consumer is aware of that information.**
5. Specialty items such as honey, jams, jellies, herbs, sorghum, flowers, nursery stock, bedding plants, eggs, meat and other animal products, as well as high-quality Vendor-made craft items may be sold.
6. Produce offered for sale must meet the required number of days since the last application of chemicals per the label.
7. No smoking, drugs, or alcohol allowed on premises.
8. Bake sales and yard sales are prohibited at the Market site. Members who are registered with the Kentucky Cabinet for Health Services are allowed to sell their products (baked goods, jams, jellies, pickles, etc.). The Vendor must, at least, be a certified Home Processor or Microprocessor and must have available the Certificate indicating this at all times at the Market.
9. If accepting EBT, producers must
  - \*have completed training
  - \*agree to accept tokens only for allowable products
  - \*not give change back on tokens, except in the form of tokens
  - \*follow all rules and regulations concerning this program.
- 10.If accepting FMNP Senior Vouchers, producers must
  - \*have completed training
  - \*agree to accept vouchers only for allowable products
  - \*not give change back on vouchers,
  - \*follow all rules and regulations concerning this program.
11. All members must comply with all local, state, or federal laws and all label or food safety and handling regulations.
12. The Board reserves the right to inspect the vendor's premises / garden based on the resolution of a complaint.
13. Live animals may not be sold at the Market.
14. Live animals may be displayed at the Market only if approved by the Board of Directors for a scheduled event.
  - \*\*\*Proper permits and licenses must be obtained from the local Health Department and any other entities who might have jurisdiction. These permits and licenses must be displayed while animals are on the premises .
15. Generators may be used if there is no source of electricity. A generator must be placed at least 100 feet from any part of the Market on Market Day. Extension Cords shall be placed so that no hazard exists for vendors or consumers or property.
16. Officers and directors will not be responsible for accidents occurring on the premises.
17. All members shall be selected and programs conducted without regard to race, color, age, sex, disability, religion, national origin, or any other protected status.
18. Grievances for any market matter should be submitted in writing to the Market Manager or any Executive Committee Member. If needed, a meeting will be scheduled and the submitter and the person about whom the grievance is submitted will both be required to attend, so that all sides of the story can be heard.
19. Any vendor not in compliance with the regulations of the Southwest Farmers Market Association will be issued the following:
  - a. First Offense – A warning/written notice of non-compliance will be issued.
  - b. Second Offense – The Vendor will be required to vacate his/her booth space for a designated period.
  - c. Third Offense – The Vendor will be banned from the Market for the rest of the year and be on probation the following year. Should issues remain unresolved, future applications will not be approved.
20. No pets are allowed in the Market selling area.



**Release and Indemnification:**

As a condition of participation and membership in the Southwest Farmers Market, Vendors recognize and acknowledge that they are ultimately responsible for their wares and conduct and agree to release, hold harmless, defend, and indemnify the Market, the Market Manager, the Market Board of Directors, the Market Executive Committee, and other Committee members acting in those roles, all Southwest Farmers Market members, officers, employees, and agents from and against all liability, claims, demands, losses, damages, costs, expenses (including attorney's fees) fines, judgments, and penalties arising from:

- \* Any failure of the Vendor to abide by these Rules and Bylaws;
- \* Any consumption or use of items that the Vendor sells or distributes at the Market;
- \* Any presence, use, or misuse of an appliance, piece of equipment, vehicle or other item under the Vendor's ownership, possession or control while at the Market;
- \* Any action, inaction or other conduct by the Vendor associated with the Vendor's participation in the Market;
- \* Any lack of care, expertise or experience on the part of the Vendor associated with the Vendor's participation in the Market;
- \* Any injury or loss the Vendor may sustain in any way associated with the Market or conditions at the Market premises;
- \* Any failure by the Vendor to exercise supervision and control over its employees, helpers, agents or representatives in any way associated with the Vendor's participation in the Market.

**Fiscal Agent:** Southwest Community Ministries, Inc. will serve as fiscal agent for the Southwest Farmers Market, performing all duties mandated by said status. A representative of SWCM may participate on the Executive Committee and serve on any committee where her/his participation would be helpful. A representative of SWCM may staff the administrative table/booth each Market Day.

**All Market Vendors must read and understand these rules and Bylaws and agree to be bound and abide by them if allowed to participate in the Market.**