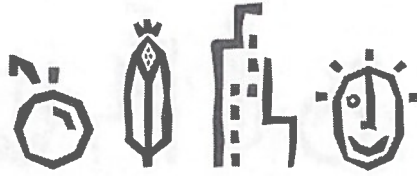


#2272



LEXINGTON FARMERS MARKET



2018 Lexington Farmers' Market Application

Name of Business: _____

Primary Representative: _____

Additional Representative(s): _____

Address(es) of production location(s)

Primary Production County: _____

CONTACT INFORMATION

Mailing address:

Primary Phone Number: _____

Additional Phone Number(s): _____

Primary Email Address: _____

Preferred method of contact: Phone / Email / Postal Mail

Website: _____

Social Media links: _____

STATE REQUIREMENTS

☐ I am a citizen of Kentucky or represent a business based in Kentucky.

☐ I am at least 18 years of age.



LEXINGTON FARMERS MARKET

MEMBERSHIP

If you have any questions about membership type, you may call market staff at 859-608-2655.

☐ At least **75% or more** of the items I am applying to sell at market (including but not limited to produce, meat, flowers, honey, eggs, cheese, wine, and/or signature ingredient in value-added items, ready-to-eat concessions, or manufactured products) are **grown or raised** at the **production locations listed on this application.**

OR

☐ My products are KY Proud because they are **manufactured** in Kentucky. **I do not grow or raise the signature ingredient in my product.** (If you sell a specialty product that cannot be grown in Kentucky (e.g. coffee), products will be reviewed on a case-by-case basis.) I purchase Kentucky Proud products to use in the items I am applying to sell at market. Please fill out the table for "Commercially Manufactured and Ready-to-Eat Concessions" below.

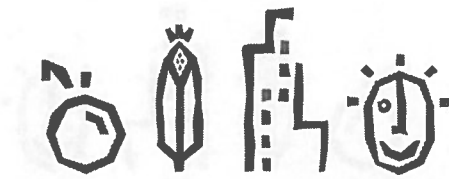
BUSINESS ORGANIZATION

- ☐ Individual
- ☐ Family
- ☐ LLC

- ☐ Partnership
- ☐ Corporation
- ☐ Other: _____

Please describe your business in 2 – 3 sentences. (Example "We operate a multi-generational farm in ABC County. We have participated in the ABC Farmers' Market and are ready to expand into Fayette County. Our focus is on Angus Beef and seasonal row crops")

Do you currently have retail operations? If so, where?



LEXINGTON FARMERS MARKET

Why are you interested in joining the LFM? Please include details about how you envision your engagement in our cooperative (e.g. *ability to advertise to a new customer base, attendance at several markets per week, etc.*)_

What is unique about your business or what unique or unusual value-added products would you bring to market? *For example, do you grow a specific heritage breed or are your products certified organic.* Does the USDA consider you a minority, socially disadvantaged, or beginning farmer?

What type of direct-farm impact do you have?

MARKET OPERATIONS



LEXINGTON FARMERS MARKET

- 1) Will you need electricity?
☐ Yes ☐ No
- 2) Which days do you intend to sell at market at market?
☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Saturday ☐ Sunday

Briefly describe the seasonal availability of your product in more detail.

(Example: I will sell vegetable and flower transplants in April – May, and I will have 20 dozen eggs available for one weekend market per week from May through November.)

- 3) Are you currently registered as:
☐ Kentucky Proud ☐ Homegrown by Heroes ☐ Appalachia Proud
- 4) I have previous applied for OR been a member of the LFM:
☐ Yes ☐ No (If YES, when _____)
- 5) Please indicate all product categories you intend to bring to market.

- ☐ Vegetables*
- ☐ Fruit*
- ☐ Honey
- ☐ Chicken
- ☐ Beef
- ☐ Pork
- ☐ Lamb
- ☐ Turkey
- ☐ Goat
- ☐ Eggs
- ☐ Cheese

- ☐ Flowers*
- ☐ HB391 Home-based Processor*
- ☐ Home-based Microprocessor*
- ☐ Commercially Manufactured*
- ☐ Ready-to-Eat Concessions*
- ☐ Other (please describe):

*For items selected with an * please explain about your products in the "additional information" section below. Include categories of products (Example "Corn, Pole Beans, Tomatoes, Summer Squash").*

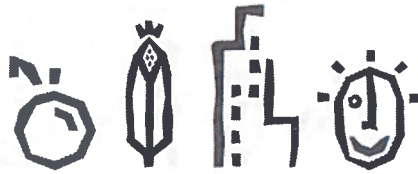


LEXINGTON FARMERS MARKET

If you would like to include **additional information** about your business or more information about specific varieties of your vegetables, fruits, meats, prepared foods, or other products, you may include additional details below. You may attach additional pages to this document if you wish.

FOR COMMERCIALLY MANUFACTURED & READY-TO-EAT CONCESSIONS

<i>Indicate your use of locally grown or raised products</i>	<i>Describe the locally grown products you currently use or intend to use (you may attach an extra sheet if you wish)</i>
<input type="checkbox"/> I <u>grow and/or raise</u> some agricultural products used as the signature ingredient in my ready-to-eat concessions or manufactured products <u>at the production location(s) listed on this application.</u>	
<input type="checkbox"/> I will purchase agricultural products grown and/or raised at <u>another market member's production location(s)</u> as the signature ingredient in my ready-to-eat concessions or manufactured product.	
<input type="checkbox"/> I will purchase agricultural products grown and/or raised by a <u>certified Kentucky Proud farmer or processing facility who is NOT a market member</u> (e.g. Marksbury Farm, non-member Kentucky farmer, etc.) as the signature ingredient in my ready-to-eat concessions or manufactured product.	



LEXINGTON FARMERS MARKET

If the primary or signature activity of your booth would be **ready-to-eat concessions**, what experience do you have as a concessionaire? What preparation facilities do you have? What products would you focus on making? How would your product(s) support local agriculture and current production farming members of the LFM? You may attach an additional sheet if you wish.

PERMITS & INSURANCE

Please review and fill out the attached **Permit Checklist** for your products as appropriate.

I understand the above questions and have answered them truthfully. I understand that the Board of Directors may approve or deny my membership status within the Lexington Farmers' Market. If denied, I may apply the following year. I also understand that if approved, I will be sent a membership agreement that I must sign and return. Failure to sign and/or comply with the membership agreement will invalidate my membership.

Representative Name: _____

Representative Signature: _____

Date: _____

Application Fee (\$20) {waived if submitted by May 1, 2018}

Checks payable: Lexington Farmers' Market

Mailing address: PO Box 553, Lexington KY 405088-0553

Email: info@lexingtonfarmersmarket.com

The Following two sections are required of all admitted Market Members to ensure proper permitting and safety. These sections are for your reference. If you already have proper permitting for a category, feel free to return that portion of the Permit Checklist as part of your New Market Member application.



LEXINGTON FARMERS MARKET

Permit Checklist

IF ADMITTED Market Members are responsible for obtaining proper permitting. In Fayette County, all persons selling at any farmers' market must obtain a Farmers' Market Stand Booth permit from the Fayette County Health Department; this permit does NOT automatically grant permission to participate in the LFM. Furthermore, the market member shall fill out and return the Permit Checklist below as part of the application process.

Other standard permits such as the Mobile Retail Permit, KDA Farmers' Market Sampling Certificate, GAP Certificate, etc., should accompany members to market and should be easily accessible if requested by market staff or other qualified personnel. These permits do not need to be attached to the membership packet at this time.

While this checklist is intended to help our market members be aware of all needed permits, it may not be all-inclusive. Additional information about permits and food safety guidelines can be found in the Kentucky Department of Agriculture Farmers' Market Manual, at the KY Cabinet for Health and Family Services/Food Safety Branch, and at the Lexington – Fayette County Public Health Department.

Verification of documentation may be requested by market staff or other qualified personnel at any time. You are welcome to contact market staff if you have any questions.

I affirm that I have reviewed the Permit Checklist and have attached the Fayette County Farmers' Market Stand Booth permit.

Signature: _____

KY Proud

- ☐ I have "Kentucky Proud" certification.

Produce (Unprocessed Fruit and Vegetables)

- ☐ My Farmer's Market Stand Booth Permit from the Lexington-Fayette County Health Department is attached.

Processed/Cooked Samples

- ☐ I have reviewed the "Food Sampling Guidelines and Procedures" section of the KDA Farmers' Market Manual and am following the guidelines.



LEXINGTON FARMERS MARKET

- ☐ I have completed the KDA Farmers' Market Sampling Application, submitted it online, and received my sampling license.
- ☐ I understand that the person listed on the certificate is the only person permitted to provide the samples.
- ☐ My sampling license will be displayed when providing samples at market.
- ☐ The Lexington Farmers' Market is listed on the sampling certificate.

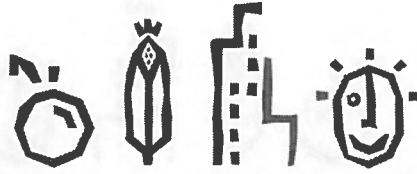
Raw/Uncooked Samples

- ☐ At least one person at our farm operation has a Good Agricultural Practices (GAP) diploma from the University of Kentucky County Extension.
- ☐ I have completed the KDA Farmers' Market Sampling Application and submitted it online to the KDA. I have received the "All Samples" certificate.
- ☐ My sampling license will be displayed when providing samples at market.
- ☐ The Lexington Farmers' Market is listed on the sampling certificate.
- ☐ I understand that the person listed on the certificate is the only person permitted to provide the samples.

Home-based Processor

- ☐ To register products or ask questions, contact Jeff Lunsford at jeff.lunsford@ky.gov
- ☐ I grew, harvested, and processed the signature ingredient in the product(s) I am selling with this license.
- ☐ I have registered this current year with the KY Cabinet for Health and Family Services/Food Safety Branch (502-564-7181 or jeff.lunsford@ky.gov).
- ☐ I have verified my water source with the Food Safety Branch.
- ☐ I have reviewed the labeling requirements and verify that my labels contain all of the required elements.
- ☐ I have liability insurance.

Home-based Microprocessor



LEXINGTON FARMERS MARKET

- To register for workshops or ask questions, contact Annhall Norris at annhall.norris@uky.edu, Jeff Lunsford at jeff.lunsford@ky.gov, or call 859-257-1812
- I have attended a Homebased Microprocessor (HBM) workshop presented by the University of Kentucky. To register, see contact info above.
- I have liability insurance.
- My recipes have been approved for all of the qualifying products sold at my stand.
 - Each recipe should be submitted for approval to Dr. Sandra Bastin, complete with a \$5.00 fee per recipe. Make checks payable to the University of Kentucky. Mail recipes for approval and fees to: Dr. Sandra Bastin University of Kentucky 206 Funkhouser Building Lexington, KY 40506-0054
 - Recipes can be submitted online through this link: <https://fcs-hes.ca.uky.edu/content/homebased-microprocessor-recipe-form>
- I have applied for and received HBM certification for all of the qualifying products sold at my stand.

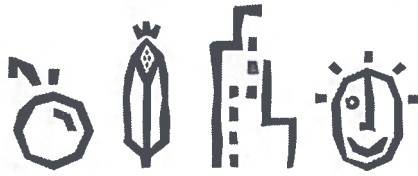
Commercial Food Manufacturing

The KDA Farmers' Market Manual contains a more detailed list of products that should be manufactured using this license, including jerky, sprouts, ice cream, cheese, etc. Please review the manual if you are processing any value-added product and do not meet the HB 391 requirements.

- I have a Commercial Food Manufacturing Permit from the Kentucky Food Safety Branch (contact Mark Reed, 502-564-7181 or Mark.Reed@ky.gov). If a third party is manufacturing your product (Ex. a company is producing apple butter with your apples and you are selling it) you should request a copy of the permit from the company who is making your product.
- I have liability insurance.
- I have Mobile Retail Market Permit from the LFUCG Health Department.
- I am aware of the safety guidelines necessary for proper preparation and storage of my product.

Eggs

- I have reviewed the "Small Producers' Guidelines for Handling and Selling Eggs" in the KDA Farmers' Market Manual.



LEXINGTON FARMERS MARKET

- ☐ I sell 60 dozen eggs per week or less directly to consumers, therefore I do not need a license.
- ☐ I sell more than 60 dozen eggs per week directly to consumers and have the appropriate retail license.
- ☐ I have liability insurance.

Beef, Pork, Lamb, Goat, Poultry

- ☐ I have Mobile Retail Market Permit from the Lexington – Fayette County Health Department.
- ☐ I have reviewed the “Meat Sales at Farmers’ Markets” guidelines in the KDA Farmers’ Market Manual.
- ☐ My meat is processed at a USDA inspected processing plant or other approved source (e.g. mobile processing unit in certain cases).
- ☐ I have product liability insurance.

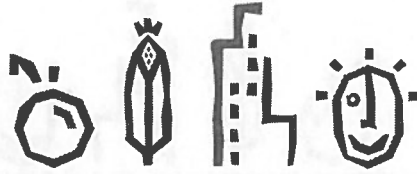
Honey

- ☐ I process fewer than 150 gallons per year (about 1,800 lbs.), therefore I am exempt from the requirement to process in a certified food processing establishment.
- ☐ I process more than 150 gallons per year, therefore I have contacted the Kentucky Department of Public Health, Food Safety Branch (502) 564 -7181 and process my product in a certified establishment.

Cheese

- ☐ I have a commercial manufacturing permit from the Kentucky Food Safety Branch (contact Mark Reed, 502-564-7181 or Mark.Reed@ky.gov).
- ☐ I have been in contact with the Kentucky Milk Safety Branch (502) 564-3340 to notify them about my product(s).
- ☐ I have a Mobile Retail Market Permit from the Lexington – Fayette County Health Department.
- ☐ I have liability insurance.

Ready-to-Eat Concessionaires



LEXINGTON FARMERS MARKET

Ready-to-eat items typically are not sealed in packaging. If the items are manufactured in an already permitted establishment (e.g. your restaurant), you should be able to market these at the Lexington Farmers' Market without having to obtain an additional permit to operate from the KY Food Safety Branch.

- I have read the "Cooking or Preparing Ready to Eat Meals" and "Concessionaires Food Sanitation Guidelines" as outlined in the KDA Farmers' Market Manual
- I have a Farmers' Market Temporary Food Establishment Permit through the Lexington Fayette County Health Department* (see above)
- I have completed the Food Manager Training Program through the Lexington Fayette County Health Department
- Anyone who will be preparing the food at market has taken the online Food Handler Training course online through the Lexington Fayette County Health Department.
- I have liability insurance.

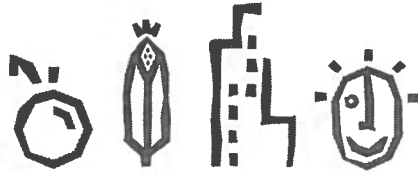
Pet Treats

- I have reviewed the "Pet Foods" guidelines in the KDA Farmers' Market Manual.
- I have contacted the Feed Department at 859-257-2785 or online at to ensure that I am registered appropriately and am meeting labeling requirements.

Wine

- A copy of the wineries' Kentucky ABC license is posted at my booth.
- I do not provide tastings of wine for free. All sampling or tasting of wine is sold at cost.
- Employees at my booth are at least 20 years of age and have attended the server training provided by the Lexington-Fayette County Health Department.
- Any person purchasing or consuming wine must be at least 21 years of age. 83 Contact your local ABC office to verify all local laws are adhered to. Office of Alcoholic Beverage Control 1003 Twilight Trail Frankfort, Kentucky 40601 Office Phone: 502-564-4850 Fax Number: 502-564-1442 For additional information you may visit their website at: www.abc.ky.gov

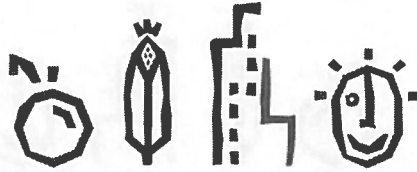
Soaps & Lotions



LEXINGTON FARMERS MARKET

- The labels on my soap do not make any claims to treat acne, ease psoriasis, eliminate rashes, or other medicinal claims.
- My lip balms, lotions, and other cosmetics are prepared in a commercial kitchen and have had their labels reviewed by the Kentucky Food Safety Branch.

Please fill out the Value-Added Permit & Food Safety Review on the following pages.



LEXINGTON FARMERS MARKET

Value-Added Permit & Food Safety Review

These review questions are based on information taken directly from the KDA Farmers' Market Manual. These category descriptions are also taken from the manual and may provide more information or help with the review.

Home-based Processor

This category allows the farmer to process whole fruit and vegetables, dried fruits and vegetables, mixed greens, fruit jams, fruit jellies, sweet sorghum syrup, preserves, fruit butter, bread, fruit pies, cakes, or cookies in his or her home kitchen. Because of special processing concerns, low-sugar, non-sugar (sugarless) or vegetable jams and jellies (for example, hot pepper or garlic jelly) are NOT allowed at this level of registration.

Home-based Microprocessor

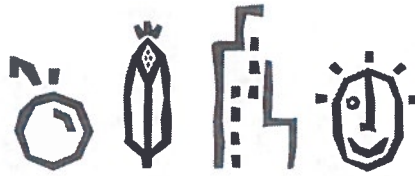
This category allows a farmer to produce some types of non-fruit (vegetable or herb) or sugarless jams/jellies in addition to acid foods, acidified food products, and/or low-acid canned foods. This includes, but is not limited to, tomatoes, green beans, salsa, barbeque sauce, pickles, chutney and similar products. The farmer may not have an annual net income of more than \$35,000 from the sale of the product.

The following potentially hazardous foods are prohibited from either category noted above for both Home-based Processors and Home-based Microprocessors:

- Canned, pureed baby foods · Cheesecake · Crème-filled pies · Crème, custard and meringue pastries · Custard · Custard pies · Foods containing meat and poultry · Foods vacuum packaged in containers other than mason type jars · Garlic-in-oil mixtures · Pies with meringue · Processed juices · Raw seed sprouts · Other foods as designated by the Food Safety Branch or the University of Kentucky.

Home-based Processor

	True	False
I can sell a banana-nut bread made entirely with purchased products using this license, as long as it is baked in my home kitchen.		
I can sell a garlic and oil mix using this license.		
I need to include the date the item was processed on the label.		
I can sell bread made using my farm's eggs as the primary ingredient.		
I need to have the recipe reviewed by Univ of Kentucky for this product.		
I need to use a kitchen connected to public water or approved by the Kentucky Division of Water.		



LEXINGTON FARMERS MARKET

Home-based Microprocessor

	True	False
I must grow, harvest, and process the primary ingredient in this product.		
I can process this product in a home kitchen.		
I can process this product in a commercial kitchen.		
The Home-based Microprocessor Workshop is taught through the University of Kentucky Cooperative Extension Service.		
I need to submit approved recipes and labels to the KY Dept of Public Health		
I can process tomatoes, green beans, salsa, barbeque sauce, pickles, and other similar products using this license.		

Processing

Although the sales and marketing of whole, fresh, uncut fruits and vegetables generally does not require a permit to operate, the sales and/or marketing of processed food products in Kentucky typically requires some variation of a permit (or permits) to operate. When does a product become "processed?"

Generally speaking, whenever you take a knife to a raw agricultural product, change its temperature and/or combine ingredients, it is a "processed" product. Packaged food products are also typically considered processed products.

The KY Food Safety Branch has prepared a document to help potential manufacturers understand the regulations relating to food manufacturing. "Commercial Food Manufacturing in Kentucky—A Starter Guide" brochure is available on the official KY Food Safety Branch website at <http://chfs.ky.gov/dph/info/phps/food.htm>. Note that this option also requires a Pre-Packaged Retail Sales Permit from the local health department to sell at the farmers' market

Commercial Manufacturing

	True	False
Commercial Food Manufacturing Guidelines are contained in a brochure by the KY Food Safety Branch		
This permit is required if a vendor is not growing, harvesting, and processing the primary ingredient in their product		



LEXINGTON FARMERS MARKET

Jerky, sprouts, garlic-in-oil mixtures, and frozen vegetables can only be sold using this permit, even if the vendor grew or raised the primary ingredients		
A Pre-Packaged Retail Sales Permit from the Lexington Fayette County Health Department is required if this permit is used		
Packaged foods containing any kind of meat require this permit		
A third-party company can process apple butter using products grown by an orchard. The orchard can sell the items at market as their own product.		

Ready-to-Eat Concessionaires

	True	False
Packaged food can be floating in melted ice.		
Cold foods should be kept at 41 degrees or below.		
Hot foods should be kept at 135 degrees or above.		
I need to have a visible thermometer in all storage units for hot and cold prepared foods.		
I need to have a device that measures the ppm concentration of sanitizing solution.		
Containers of food must be stored at a minimum of 6 inches off the ground.		



#2272

2018 New Market Member Application

Subscription Pledge



Market Member Farm/Business Name _____



In the following chart please **check** the option that meets your need.A week is defined as **Monday-Sunday**.

Multiple selection can occur.

For Example {1 Booth for 2 Seasons **AND** 2 Booths for 1 Season}

Prices listed are the Payment Plan Rates

OPTION 1

	1 Booth		2 Booths		3 Booths	
1 Season (17 weeks)	 \$900 <i>Denote on "2018 Season Pledge Chart"</i>	 \$1800 <i>Denote on "2018 Season Pledge Chart"</i>	 \$2700 <i>Denote on "2018 Season Pledge Chart"</i>			
2 Seasons (34 weeks)	 \$1420 <i>Denote on "2018 Season Pledge Chart"</i>	 \$2840 <i>Denote on "2018 Season Pledge Chart"</i>	 \$4260 <i>Denote on "2018 Season Pledge Chart"</i>			
3 Seasons (Year-Round)	 \$1600	 \$3200	 \$4800			

Members that purchase a seasonal package may add extra weeks for **\$75** each.

Season and Booth upgrade available as space allows.

OPTION 2

Single Crop Short Run Farmers

(ex. Farmers that only grow Strawberries or Corn)

Fill In Calendar on Back

\$100 per Week {Minimum 3}

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1	2	3	4	5	6	7

Payment Plan vs. Lumpsum

For 1 Booth

1 Season

Payment Plan

3 x \$300

Discounted Lumpsum Rate

\$850 (savings of \$50)

2 Seasons

4 x \$355

\$1360 (savings of \$65)

3 Seasons

4 x \$400

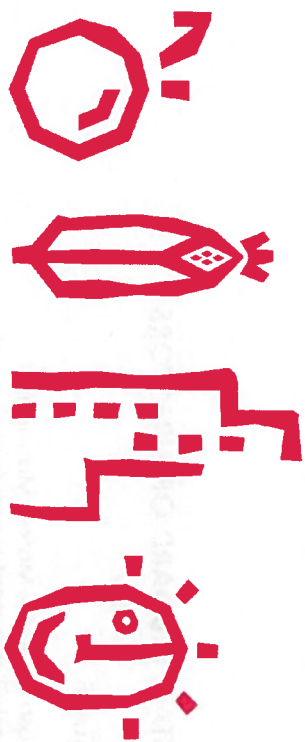
\$1530 (savings of \$70)

Potential Total Amount Owed

\$ _____

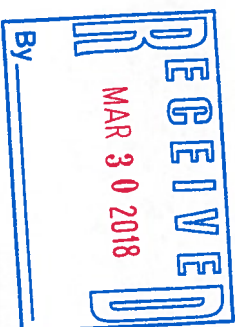
Lumpsum or First Payment Plan Installment **DUE** upon admittance. For additional details about the payment plan, please contact Market Staff.

#2272



LEXINGTON FARMERS MARKET

MARKET MEMBER MANUAL



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2018

CONTACT INFORMATION

info@lexingtonfarmersmarket.com
{Public Telephone Number} (859)608-2655 or (859)967-4760

Market Office

628 North Broadway
Lexington, KY 40508

Market Mailing Address

PO BOX 553
Lexington, KY 40588

Market Website

www.LexingtonFarmersMarket.com

Market Social Media

Facebook: www.facebook.com/lexfarmmkt

Twitter: @lexfarmmkt

Instagram: lexfarmmkt

Try to tag your posts with #LexFarmMkt #KYProud #ShareTheLex & a location #Southland #Downtown #Broadway

STAFF & BOARD OF DIRECTORS

STAFF

Josh England, Market Manager
(josh@lexingtonfarmersmarket.com)
(859)967-4760

BOARD OF DIRECTORS (2017)

Jason Whitis, President
Carla Garey, Vice President
Aaron Stancombe, Secretary
Jesse Johnson, Treasurer
Leo Keene
Adrienne Eggum
Keith Riché
Betty Barton
Sam Livesay
Paul Quarles
Mac Stone

The Board of Directors is the primary decision making body for the Lexington Farmers' Market. Each member is elected to the Board of Directors on a rotating basis for a three-year term. The election to fill vacant seats occurs at the Annual Meeting typically held in January or February. Board Meetings are typically the first Tuesday of each month at the Lexington Farmers' Market offices.

MARKETS

SPECIAL NOTE

The Lexington Farmers' Market strives to protect all marketing locations. However, forces beyond our control may impact the availability of traditional marketing locations. Be aware that in the event of a disruption the Board of Directors, along with staff, will work to secure alternative marketing locations and the market will continue to operate.

TUESDAY & THURSDAY

Location:

South Broadway & Maxwell
Lexington Center Parking Lot

Hours of Operation:

7AM – 4PM; May-November

Space Assignments:

A space is defined as 11ft x 11 ft (121 sq ft.). Space is generally available, but the Market Manager must be notified before a Member's first appearance.

Set Up & Take Down:

All tents must be secured first during set up, and unsecured last during take down. Each Booth Space must be cleaned by the member before leaving and maintained as clean and attractive during business hours. All trash, boxes, and unsold product must be removed by the Member.

Amenities:

Electricity (Yes). Water (No). Portable Toilet (Yes).

WEDNESDAY

Location:

The Summit at Fritz Farm

Hours of Operation:

TBD

Space Assignments:

A space is defined as 11ft x 11 ft (121 sq ft.). Space is generally available, but the Market Manager must be notified before a Member's first appearance.

Set Up & Take Down:

All tents must be secured first during set up, and unsecured last during take down. Each Booth Space must be cleaned by the member before leaving and maintained as clean and attractive during business hours. All trash, boxes, and unsold product must be removed by the Member.

Amenities:

Electricity (Yes). Water (No). Restroom Access (Yes).

SATURDAY

Location:

5/3 Pavilion
Cheapside Park

Hours of Operation:

7AM – 2PM; April-November
8AM – 1PM; December-March

Space Assignments:

A space is defined as 11ft x 11 ft (121 sq ft.) outside of the pavilion. Booth spaces under the pavilion are 10ft x 10ft (100 sq. ft.) but do not require a tent. Market management must be notified in advance of Member's first attendance and if Member will be skipping a market. Spots are assigned based on seniority and Market Staff discretion.

Set Up & Take Down:

All tents must be secured first during set up, and unsecured last during take down. Each Booth Space must be cleaned by the member before leaving and maintained as clean and attractive during business hours. All trash, boxes, and unsold product must be removed by the Member.

Market Members in the Pavilion or the adjacent Westside of the Old Courthouse, may pull their vehicle into Cheapside Park from Main Street for loading and unloading purposes only. Market Member's vehicles may not enter or remain in the park past the start of market (7AM or 8AM depending on the season) without expressed permission from Market Staff. Market Members' vehicles may not re-enter the park until the designated times or with permission from the Market Staff. Even when the designated times arrive, if there is a heavy pedestrians load in the park, seek guidance from Market Staff before driving a vehicle into the park. The designated entry time for the Westside of the Pavilion drive is 12:30PM and the Eastside of the Pavilion drive is 1:30PM (both are subject to change).

Market Members on Short Street may keep one vehicle/trailer at their booth as long as that vehicle/trailer does not impede the fire safety easement. This easement is denoted by the mid-lane lines on Short Street. During summer months, Short Street closes to vehicle traffic at 7AM.

During April-November Market Members may begin setup at 5AM.

Amenities:

Electricity (Yes). Water (Yes). Portable Toilet (Yes).

SUNDAY

Location:
Southland Drive

Hours of Operation:
10AM – 2PM; April-October

Space Assignments:

A space is defined as 11ft x 11 ft (121 sq ft.). Market management must be notified in advance of Member's first attendance and if Member will be skipping a market. Spots are assigned based on seniority and Market Staff discretion.

Set Up & Take Down:

All tents must be secured first during set up, and unsecured last during take down. Each Booth Space must be cleaned by the Member before leaving and maintained as clean and attractive during business hours. All trash, boxes, and unsold product must be removed by the Member.

Members may begin set up at 8:30AM, but may not begin sales until market staff opens the market at 10AM with a bell or verbal affirmation. Members must begin take down at 2PM and be completed by 3PM; sales are permitted during take down.

Amenities:

Electricity (Yes). Water (Yes). Portable Toilet (No).

Note: Alcohol sales may be prohibited on Sundays for certain hours by Lexington Ordinance

SPECIAL MARKETS & OPPORTUNITIES

Occasionally the LFM participates in additional or one-time only event markets. Such occasion may include but aren't limited to the once-a-summer market in collaboration with First African Baptist Church; the St Patrick Day special location; the Independence Day Event; and the Lexington Convention Centers' Home & Garden Show. Participation in special markets may cost a nominal fee.

GleanKY | FaithFeeds is the Lexington Farmers' Market exclusive gleanings partner. They typically accept donations of unwanted produce May-October at the close of Tuesday, Wednesday, Thursday, and Sunday markets; the non-profit then redistributes that produce to feeding programs and those in need. For more information contact (859) 444-4769 or info@gleanky.org.

MEMBER POLICIES & PROCEDURES

MEMBERSHIP

All members have the right to attend general board meetings, receive mailings, serve on committees, volunteer, and request to view board minutes and financial statements. No member shall distribute such information to non-members.

Producer Member: A Producer Member grows or raises (e.g. livestock or beekeeping) at least 75% or more of the items sold at their market booth at the production location(s) listed on the most recent member application. This includes the signature ingredient in value-added items, ready-to-eat concessions, or manufactured products. Producer Members have the right to serve as a voting member of the Board of Directors.

Associate Member: An Associate Member does not meet the strict guidelines for Producer Membership. This means that the member will purchase more than 25% of the items sold at their market booth from sources other than the production location(s) listed on their application OR that the member is Kentucky Proud because the signature ingredient(s) in their product(s) is manufactured in Kentucky but not grown or raised by the Associate Member. Associate Members do not have the right to serve as a voting member of the Board of Directors.

Branded Products: A producer of a "Branded Product" [Definition: Brand-named products not produced by a Market Member ie: Wiesenberger flour] can be a member of the LFM with no voting rights.

New Members must complete an application to be brought before the Board of Directors for approval.

Membership and booth space are not transferable; provided that in the case of death, disability or retirement, membership and booth space may be transferred to a surviving person who was a legal partner and owner of said business before death occurred or to a family member.

(Please note that some Market Members are permitted to operate under grandfathered constraints which may be different from new Market Member constraints.)

SENIORITY & BOOTH PLACEMENT

Booth placement at all market locations is heavily based upon seniority. Seniority is defined by the number of continuous years of membership **AND** use of the Market. Use of the market is defined as the number of sales days at the market each year and number of weeks at the market in each year. This definition has been in the Member Agreement for at least 5 years. Staff will continue to use continuous years of membership as a key component of seniority but will also begin giving more consideration to the second portion use of the Market in 2017.

Given the numerous facets of booth placement, Market Staff have broad booth placement discretion to best utilize market resources and space. Any disputes may be brought before the Board of Directors.

To maintain seniority Members must attend at least 1 market each year and be in good financial standing.

DUES & FEES

As of the spring of 2017, The Lexington Farmers' Market uses an inclusive subscription model for the collection of the majority of Member fees, dues, and payments. The subscription automatically encompasses the market membership and either 17 ~~continuous~~ weeks, 34 ~~continuous~~ weeks, or 1 calendar year of market attendance (Or in the case of Single Crop Short Run Farmers 3-7

weeks **which require special board approval**). Each Member may choose when their 17-week or 34-week subscription begins. Services outside the normal scope of market operations might require additional fees (e.g. farm inspections). The subscription may be paid in payment plan terms or in a lumpsum amount. Lumpsum payments are subject to a discounted rate.

By submitting the initial payment on a payment plan, the member agrees to pay for the entire term. Payments made on the payment plan or made in lumpsum are non-refundable.

Single Crop Short Run Farmers must pay a minimum of \$300. All other Members' payments begin at \$900 (lumpsum rate of \$850) for 17 ~~continuous~~ weeks of use (called "1 season) for a single booth space; \$1420 (lumpsum rate of \$1360) for 34 ~~continuous~~ weeks of use (called "2 seasons") for a single booth space; or \$1600 (lumpsum rate of \$1530) for an entire calendar year for a single booth space.

Additional seasons and booth spaces may be added if available. Maintaining seniority and attending the **Annual Meeting** requires that members be in good financial standing. Good financial standing means that Members have complied with their payment plan or paid a full lumpsum payment amount in that calendar year.

Branded Product

Producers of a Branded Product are subject to an additional fee of \$100 and an additional \$20 per product category within that brand. (Example: In order to sell Dr. Lightstorm Soda and Dr. Lightstorm Potato Chips, a request should be submitted to the Board of Directors, if approved, the Branded Product fee will be \$100 for the Dr. Lightstorm brand, \$20 for the soda category, and \$20 for the chip category.) A Branded Product is not a product that a Market Member produces; it is an outside product.

PERMITS & INSURANCE

If selling value added or branded products, Members shall have separate liability insurance and shall obey all state and federal laws pertaining to canned or processed products, value added meat,

eggs, and similar products. The market recommends coverage of at least \$1 million.

All labels on all products shall be in accordance with state and federal law. All vendors using the term "organic" must follow federal regulations and, if annual sales exceed \$5,000, must be certified by a USDA accredited certification agency.

Required permits should accompany Members to market and should be easily accessible if requested by Market Staff, third-party inspectors, or governmental inspectors.

For more information, members can consult the 2016/17 Farmers Market Manual:

http://www.kyagr.com/marketing/documents/FM_2016-2017KDAFMManual.pdf

75-25 RULE

A Producer Member's wares must consist over the market season of at least 75% of his or her own grown/raised agricultural products and value added products. The LFM may take crop failure into consideration.

Products purchased and intended for resale at market must be accompanied by receipts and be made available to Market Staff upon request.

SIGNAGE & LABELS

All product labels and signs must include point of origin (where grown; not where purchased), product name and price per unit and must be on Market approved signs, with the appropriate boxes showing whether the Member produced the item or not, unless specific permission is sought and obtained from the Board of Directors. Also, the city or county of origin (fully spelled out) must be

on all signs, no matter what other signs are being utilized. All value added or processed items shall have labels that state name, address, telephone number, ingredients and weight in accordance with applicable law.

Homegrown is defined as a horticulture produce or a value added product that is grown by or derived from a plot or animal grown by 1. A Member of the LFM cooperative, 2. Grown from seed, transplants, or livestock which is purchased by a Member of the LFM [chickens, day old chicks or hens at the ready to lay stage, beef 120 days, pork from weaning], and is grown or fed on cropland, containers, pastures, feedlot, orchard, or similar facility that is owned, leased, rented, and under the exclusive control of a Member of the LFM. **Specific Accountability:** For blatant violations, a \$100 fee will be assessed upon the second warning. A third warning equates to dismissal from the market.

Signage can be provided electronically by Market staff or purchased at any Market location from the information booth.

Acceptable	Unacceptable

FARM & BOOTH INSPECTIONS

Members agree to provide all necessary information for an inspection by LFM and understand that an inspection may occur at the Member's farm or working location at any time within a season without notice.

Third-party inspectors may ask specific questions about your operation in order to certify that you are operating in the manner in which you claim and operating in a way that is consistent with applicable market rules. The level of specificity that the third-party inspector will request includes but is not limited to seed receipts, processor receipts from USDA inspected facilities, state issued permits, and specifics concerning your operation that pertain to market-sold items. The inspector will prepare a dossier of your operation, including general operation photographs, an at-market booth inspection, and an on-site inspection report outlining your general operations. If there are any points of concern, these areas will be noted in the report.

The third-party inspector will not provide the Lexington Farmers' Market Board of Directors with access to seed/variety manifests/receipts and beyond general operations, will not be providing the board with information that would be outside the scope of similar food-safety inspections. At no time will the Board of Directors have access to proprietary information such as variety, detailed planting schematics, or photographs of in-house designed equipment.

If there are inconsistencies in a Market Member's claim or a health or safety issue that the board needs to be made aware of, the third-party inspector will share the findings and the Board of Directors will have the opportunity to contact the market member directly to determine a course of action.

MEMBER CONDUCT

Discussing LFM business or policies or interfering with other vendors' right to conduct business during selling hours (for example, "hawking") is prohibited including screaming that certain products are better or cheaper. Caustic emails or phone messages concerning LFM are prohibited. Nonpayment of fees; violations of permits, or dress code, parking, labels, or weights and measures requirements; interrupting other vendor's business or causing a public disturbance (except for safety of customers and vendors)

shall be cause for Producer Member's membership status to be automatically reviewed by the Board of Directors. Should a Member or any representative of a Member at any time occupy the premises in a manner contrary to these standards, upon request of Market Staff, the Member or Member's representative shall immediately cease such offending conduct. Failure to comply immediately as requested shall be cause for the termination of Member's Agreement and vending rights and expulsion from the LFM Market.

Upon termination, Producer Member shall promptly vacate the premises. Upon failure to vacate, the LFM may remove all property of a Member from the premises at a Member's expense. The LFM is relieved and discharged of and shall be held harmless by a Member from any legal action, suit or claim for loss or damage caused by such removal. The LFM shall not be responsible for storage or safekeeping of property so removed.

If a Member's Agreement is terminated, the Member may appeal the determination. The Member shall have fourteen (14) days from the date of receipt of the written determination to file a written appeal with the Market Manager. The Board of Directors (not including the Market Manager) or a committee of three (3) Board Members appointed by the Board of Directors shall hear the appeal within 14 days of the receipt of the appeal letter. If the determination is reversed, the Member's Agreement and vending rights will be immediately restored.

Intoxication by alcohol or drugs; any attempt by voice or body posturing to intimidate or threaten; terroristic or sexual threatening or bodily harm, representing the LFM without permission of the Board of Directors to the public; or failure to respond to the Board of Directors or its representative's directive shall automatically cause termination of the Agreement and immediate dismissal from the LFM.

The Member is responsible for his or her employees complying with these conduct standards.

GRIEVANCES AND CONCERNS

All suggestions, complaints or comments must be presented in writing to the Board of Directors or its representative, signed by the Member and bearing the Member's name, address and telephone number. No complaint, comment or suggestion will be handled during Market business hours.

Official grievance forms can be obtained from a Staff Member at any time.

MEMBER ACCOUNTABILITY

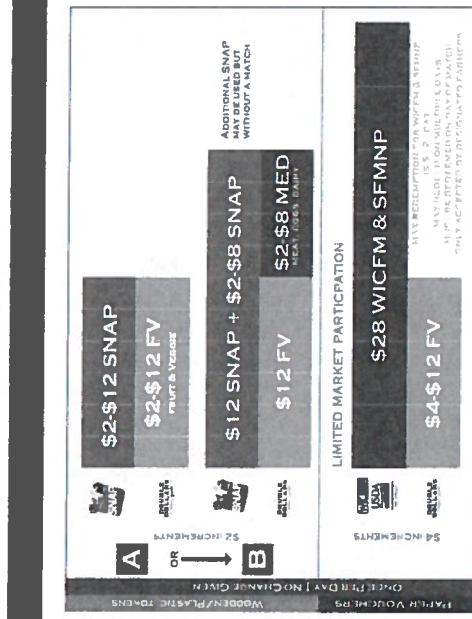
In accordance with Market procedure, the following are considered acceptable accountability measures for violating market policy.

1. Verbal Reminder.
2. Written Warning signed by Market Member, Staff, and one Board of Directors Member.
3. **With Board of Directors' consideration and approval:**
\$50 fine.
4. 2 week suspension of market privileges
5. Termination of Market Membership.

MARKET TOKENS

All Members of the Lexington Farmers' Market must participate in the Market's token system. Customers can purchase Market tokens with a debit or EBT card at the information booth at all market locations.

EBT	DEBIT
<p>NO CHANGE MAY BE GIVEN FOR EBT TOKENS. PURCHASES MUST BE IN WHOLE DOLLAR AMOUNTS, OR SUPPLEMENTED WITH CASH CHANGE.</p> <p>MAY ACCEPT EBT FOR:</p> <ul style="list-style-type: none"> Fruits and Vegetables Meat and Poultry Eggs Fish Dairy Products Bread and other Baked Goods Cereal and Edible Grains Packaged Foods not intended for onsite consumption Plants, Starters or Seeds which will produce food for consumption Packaged Coffee and Tea Honey <p>MAY NOT ACCEPT EBT FOR:</p> <ul style="list-style-type: none"> Hot Foods Prepared Coffee or Tea Alcoholic Beverages Flowers Soap Non-Food Items 	<p>YOU MAY ACCEPT DEBIT TOKENS FOR ANY PURCHASE.</p> <p>CASH CHANGE MAY BE GIVEN.</p> <p>VEGGIE (Bluegrass Double Dollar)</p> <p>Discontinued Summer 2017</p> <p>Fruit & Veg (Kentucky Double Dollar)</p> <p>NO CHANGE MAY BE GIVEN</p> <p>MAY ACCEPT FV FOR: Kentucky-grown Fruits & Vegetables ONLY.</p> <p>Meat, Eggs, Dairy (Kentucky Double Dollars)</p> <p>NO CHANGE MAY BE GIVEN</p> <p>MAY ACCEPT FV FOR: Kentucky Farm-Raised Meat, Egg, and Dairy Products.</p>



WIC AND SFMNP VOUCHERS

Market members are responsible for following the Kentucky WIC and Senior Farmers' Market Nutrition Program guidelines as outlined by each program. While market staff may convey information from the WIC and SFMNP coordinators to our market members, the market member is responsible for ensuring that all program requirements are being met and that checks are properly stamped and redeemed within the appropriate deadline. If you are no longer enrolled in the program, please be sure to return your stamps to the appropriate program coordinator.

CUSTOMER NEWSLETTER

A weekly newsletter is sent to over 5,000 customers. All Market Members are welcome to submit updates to be included in the newsletter so long as the meet the following guidelines:

1. Create a succinct update that reflects current activities on your farm, at your business, and/or at your market booth. The word count may not exceed 300 words. We also encourage that you refer the readers to your website and/or Facebook page for more detailed information. Market staff may make appropriate edits and revisions.
2. Include a photo to highlight your farm or business.
3. Send your update to info@lexingtonfarmersmarket.com by Tuesday at 4pm for inclusion in that week's newsletter. We cannot guarantee that updates received after that deadline will be included.
4. Please specify the amount of time you would like the update to appear in the newsletter. Otherwise, our discretion will be used to determine how long the update is applicable.
5. List your social media sites. If you have a Pinterest, Tumblr, Instagram, Facebook, Twitter, or other social media account, please include that in the heading.

If you have any questions regarding creating an update, utilizing Facebook, or other related outreach your Farm/Business may utilize through the market please feel free to contact market staff. They are more than willing to help you utilize these features if you deem them appropriate.

MARKET POLICIES & PROCEDURES

BOARD OF DIRECTORS

Producer members shall have one vote. Producer and associate members may attend all Member Meetings but only producer members may serve on the Board of Directors.

SAFETY

(SEVERE WEATHER POLICY)

Market staff will monitor weather conditions and make public announcements when necessary. In the event of forecasted severe weather on a market day, non-member appearances will be rescheduled if possible.

There shall be three weather action levels:

- Level 1: In the event of rain or weather watch the market staff will inspect booths to ensure that tents, signs, and other materials are properly secured; market staff will notify vendors of the weather situation.
- Level 2: In the event of heavy rain, mild to moderate winds, and thunder the market staff will inform vendors of the weather situation and advise vendors to take appropriate shelter if the vendor deems that shelter is warranted.
- Level 3: In the event of strong thunderstorms, thunderstorm warning, tornado warning, or other severe weather, staff will—upon consultation with a LFM Board of Director member—temporarily suspend market operations, make a public announcement that everyone should take immediate shelter, and the staff member will take shelter. Once the threat has passed, it will be up to market staff and a board member to officially re-open market.

CUSTOMER POOCH POLICY

We are excited to welcome you and your dogs to the Lexington Farmers' Market but ask that you follow a few simple rules. This will help us to continue to keep all of our customers happy and safe:

- Dogs must be kept on a short or retracted leash.
- Dogs need to be under control and by your side at all times.
- Keep dogs away from produce and other food products that are on or under market tables.

- Dogs must be friendly to children and other dogs to earn the right to shop at the market.

- Dog waste must be cleaned up IMMEDIATELY in accordance with LFUCG Ordinance Section 4-23.1.
- Not everyone is a dog lover – please be considerate.

Market vendors have plastic bags if you find yourself in need of one. Be on the lookout for dog watering stations around market.

Your participation in the Market is important to us, as is the safety of all of our customers.

STREET ENTERTAINERS

A main priority of the Lexington Farmers' Market (LFM) is to provide a space for local farmers and producers to sell agricultural products. An important component of creating that space has been the inclusion of street entertainers, especially live musicians. However, unmanaged entertainers can become a liability to the market. Examples of such instances when street entertainers become a liability include, but aren't limited to, unsupervised minors playing instruments, non-family-friendly musical content, large numbers of entertainers competing over limited space, loud entertainers that disrupt the ability of vendors to communicate with customers, and performers blocking walkways. Therefore, the LFM staff will manage street entertainer using the following principles.

- Staff will provide predetermined, designated Performance Areas (PAs) for street entertainers to perform, if such area is available.
- Street Entertainers need to request access to PAs in advance by emailing info@lexingtonfarmersmarket.com. (Recommended no later than 48-hours before requested market date.)
- Street Entertainers will be limited on the number of appearances they can make each season.

- There will be more PAs than street entertainers, therefore street entertainers will be asked to rotate through the various PAs during their market appearance.
- Street Entertainers will agree to follow demeanor guidelines as set by the LFM staff.
- Street Entertainers might be asked to leave or escorted from the premises if they fail to abide by demeanor guidelines.
- Market Members should contact LFM staff if any complaints arise concerning street entertainers.
- Performers may only perform only public-domain or originals.

MARKET APPEARANCES

Appearance Policy Fees:

Non-Profits: \$50 per appearance and selling is prohibited.

For- Profits: Starting at \$250 per appearance and selling is prohibited.

Sponsorship agreements are designed on a case-by-case basis.

LEXINGTON MAKERS MARKET (ARTIST MARKET)

In 2018, the Board of Directors, Market Staff, and an Advisory Council is exploring the opportunity of hosting a seasonal arts and local products market to run concurrently with the Saturday market in the summer. More information will be shared as details are finalized.

 Please be aware that more specific information on ALL Lexington Farmers' Market rules and regulations can be found in the Bylaws and Annual Membership Agreements. While this manual is meant to help answer commonly asked questions, it is in no way all-inclusive.

#2272

**BYLAWS
OF
FARM AND GARDEN MARKET COOPERATIVE ASSOCIATION, INC.**

ARTICLE I

Name

The Association shall do business as the Lexington Farmers' Market.

ARTICLE II

Purpose

The purpose of the Association shall be to stimulate production and improve distribution of agricultural products in the Commonwealth of Kentucky and to promote the sales of agricultural products, and to combine resources to further, protect, and promote the market for the economic good of all members.

ARTICLE III

Membership

3.1 Eligibility

Any person, including both landlords and tenants in share tenancies, and who is a bona fide producer of agricultural products may become a member of this Association upon approval by the Board of Directors of the Association, meeting the conditions that are prescribed by the Board of Directors and signing a membership agreement.

3.2 Fees

The Association has the authority to collect from its members annual membership dues for purposes of financing its activities. Annual membership dues and gate fees will be set annually by the Board of Directors. The annual membership dues will be collected from each member by January 1 of the current market year. Gate fees will be collected as prescribed in the membership agreement.

3.3 Producer Members

A producer member may manufacture value added products from the agricultural products that the member produces. At least 75% of the products sold annually by the producer member through the Association shall be agricultural products produced by the member or value added products produced from such agricultural products. Crop and livestock failure shall be taken into consideration.

3.4 Associates

An associate is a producer of agricultural products who does not qualify to be a producer member or is a non-producer. An associate may receive most mailings and attend all meetings concerning marketing and promotional matters. An associate may serve on committees and volunteer. An associate shall sign and comply with the associate agreement of the Association.

3.5 Voting Rights

Only producer members of the Association shall have voting rights. The voting rights of producer members shall be equal. Each producer member shall have one vote and shall be entitled to take part in and vote at any regular or special meeting of members. Associates are entitled to receive most mailings, literature and periodicals of the Association but have no voting rights.

3.6 Cancellation or Refusal of Membership

The Board of Directors may at any time by the vote of a majority of its members, cancel the membership of any member or refuse membership to any person or organization, when the welfare of the Association, in its judgment, justifies such action. Failure to pay annual dues or gate fees shall automatically result in cancellation of membership. Any member may withdraw by written notice to the secretary. A member upon withdrawal shall not be entitled to any share or part of the assets or property of the Association, or to have any dues rebated.

ARTICLE IV

Meetings of Members

4.1 Annual Meetings

The annual meeting of the members of the Association shall be held annually within ninety (90) days following the close of the fiscal year. The annual meeting shall be held at a place and time designated by the Board of Directors.

4.2 Special Meetings

Special meetings of the members of the Association may be called at any time by the Board of Directors and shall be called at any time upon written request of at least 20% of the producer members filed with the Association's Secretary and specifying the business that is to be conducted at that meeting. No business shall be transacted at special meetings other than that referred to in the written request.

4.3 Notice of Meetings

Written notice of every regular and special meeting of members shall be prepared and mailed to the last known post office address of each member no less than ten (10) days before such meeting. Such notice shall state the business to be transacted and the time and place of meeting. No business shall be transacted at special meetings other than referred to in the call.

4.4 Quorums

Twenty (20%) percent of the producer membership shall constitute a quorum for any properly called annual or special membership meeting. Voting by proxy will not be permitted.

ARTICLE V

Directors and Officers

5.1 Number and Qualifications

The Association shall have a Board of Directors of eleven (11) voting members. To be eligible to serve as a director, a person must be a producer member of the Association in good standing as set forth in Article III, Section 3.1, Eligibility. No person after having served three consecutive full terms as director shall be eligible to succeed himself or herself, but after a lapse of one year such person shall again be eligible to serve as director.

The Association shall have advisors to the Board of Directors appointed by the Board of Directors.

5.2 Election of Directors

There will be eleven (11) Board of Directors elected by the producer members at the annual meeting of members. At the initial election of directors, Board members will be elected to staggered terms. Four (4) Directors will be elected for a three (3) year term. Four (4) Directors will be elected for a two (2) year term. Three (3) Directors will be elected for a one (1) year term. All directors shall be elected by written ballot, and the nominees receiving the greatest number of votes shall be elected. Terms will be drawn for by lot. After the initial election, all directors will serve three (3) year terms.

5.3 Board Vacancies

Whenever a vacancy occurs in the Board of Directors, other than from the expiration of a term of office, the remaining directors shall by majority vote fill the vacancy until the next annual meeting of members.

5.4 Board Meetings

In addition to the meetings mentioned above, regular meetings of the Board of Directors shall be monthly or at such times and at such places as the Board may determine. A quorum of directors must be present to conduct business. Six (6) directors shall constitute a quorum.

5.5 Special Meetings

A special meeting of the Board of Directors shall be held whenever called by the President or by a majority of the directors. The President may call a special board meeting at any regularly scheduled board meeting, or via telephone, letter, electronic mail, or facsimile. Each call for a special meeting by the Board of Directors shall be in writing (letter, facsimile or electronic mail), signed by the person or persons making the same, addressed and delivered to the Secretary and shall state the time and place of such meeting. On the signing of a waiver of notice of a meeting by all directors, a meeting of the Board of Directors may be held at any time.

5.6 Board Supervision

The Board of Directors shall have general supervision and control of the business and the affairs of the Association and shall make all rules and regulations consistent with law or with these bylaws for the management of the business and the guidance of the affairs of the Association.

5.7 Removal of Directors

Whenever any director fails to meet the qualifications described in Section 5.1 of this Article or fails to attend three (3) consecutive board meetings, either regular or special, without just cause and provided that notice of such meeting has been given in accordance with these bylaws, then the Board of Directors shall remove said director and fill the vacancy in accordance with Section 5.3 of this Article. Board members may also be removed in accordance to KRS Chapter 272.460(1).

5.8 Reimbursement and Compensation

The Association may reimburse directors for all reasonable expenses incurred to carry out their duties and responsibilities as determined by the board.

No director, producer member, associate, or member of the immediate family of a director, producer member or associate shall occupy any position in the Association on regular salary.

ARTICLE VI

Duties of the Directors

6.1 Management of the Business.

The Board of Directors shall have general supervision and control of the business and the affairs of the Association and shall make all rules and regulations not inconsistent with law, the article of incorporation and bylaws for the management of the business and the guidance of the members, officers, employees and agents of the Association. The Board of Directors shall have the power to enter into contracts with organizations to secure management and operational services.

6.2 Depository

The Board of Directors shall have the power to select one or more banks to act as depositories of the funds of the Association and to determine the manner of receiving, depositing, and disbursing the funds of the Association and the form of checks and the person or persons by whom they shall be signed, with the power to change such banks and the person or persons signing such checks and the form thereof at will.

6.3 Bonds and Insurance

The Board of Directors may require any member to maintain any policy or policies of insurance as the Board of Directors in its discretion deems to be necessary to further the purposes of the Association. Further, the Board of Directors may maintain insurance to protect itself and each person, association, corporation, partnership or other entity, which is or was a director or officer of the Association.

6.4 Accounting System and Audits

The Association shall keep correct and complete books and records of account and shall also keep minutes of the meetings of the Board of Directors and committees of the Board of Directors. All books and records of the Association may be inspected by any director, or his or her agent or attorney, for any purpose at any reasonable time.

~~An audit, review or compilation of the accounts of the Association shall be made annually after the end of each fiscal year by a certified public accountant. The accountant is required to furnish a completed report to the Board of Directors no later than four (4) months after the end of the Association's fiscal year. Such report shall be made available to the members. Audits will occur every four (4) years or more frequently if deemed necessary by the Board of Directors [12/1/2015].~~

6.5 Committees

The Board of Directors may at its discretion establish and disband committees as it deems appropriate and may at its discretion appoint and remove members of committees as it deems appropriate.

ARTICLE VII

Duties of the Officers

7.1 Designation of Officers

The officers of the Association shall be a President, Vice-President, Secretary and Treasurer. No officer may serve more than three (3) consecutive one (1) year terms. However, after any officer has not held that office for one (1) full year, he or she may be re-elected to that office.

Officers shall be elected from the directors at the first Board of Directors meeting following the annual meeting.

7.2 President's Duties

The President shall (1) preside over all meetings of the Association and the Board of Directors, (2) call special meetings of the Board of Directors, (3) perform all acts and duties usually performed by an executive and presiding officer, and (4) sign all membership cards and such other papers of the Association as he or she may be authorized or directed to sign, including without limitation, all checks, contracts and other instruments in writing on behalf of the Association. The President shall perform such other duties as may be prescribed by the Board of Directors.

7.3 Duties of the Vice-President

In the absence or disability of the President, the Vice-President shall perform the duties of the President. The Vice-President will act as ex-officio member of all committees.

7.4 Duties of the Secretary

The Secretary shall keep a complete record of all meetings of the Association and of the Board of Directors and shall have general charge and supervision of the books and records of the Association. He or she shall sign all papers pertaining to the Association as he or she may be authorized or directed to sign by the Board of Directors. He or she shall serve all notices required by law and by these bylaws and shall make a full report to the members of all matters and business pertaining to the office at the annual meeting. He or she shall keep complete membership records. He or she shall

make all reports required by the Association or the Board of Directors. Upon the election of a successor, the Secretary shall turn over to the successor all books and other property belonging to the Association that are in his or her possession.

7.5 Duties of the Treasurer

The Treasurer shall perform duties with respect to the finances of the Association as may be prescribed by the Board of Directors.

ARTICLE VIII

Capital Stock

The Association shall operate as a non-stock cooperative.

ARTICLE IX

Operation at Cost and Members' Capital

9.1 Operation at Cost

The Association shall at all times be operated on a cooperative service-at-cost basis for the mutual benefit of its producer members.

9.2 Margin Allocation

In order to induce patronage and to assure that the Association will operate on a service-at-cost basis in all its transactions with its members, the Association is obligated to account on a patronage basis to all producer members on an annual basis for all amounts received from business conducted with producer members on a patronage basis, over and above the cost of providing such services and making reasonable provisions for reserves. The allocation of such amounts shall be based on the dollar value of business done with the Association by the producer members.

9.3 Dividends

No dividends shall be paid on any capital.

9.4 Records and Documentation

The books and records of the Association shall be set up and kept in such a manner that at the end of each fiscal year, the amount of capital, if any, so furnished by each producer member is clearly reflected and credited in an appropriate record to the capital account of such producer member.

The Association shall, within 8-1/2 months after the close of each fiscal year, notify each producer member of the capital so credited to the producer member's account. The notice shall be in the form of a written notice of allocation or other appropriate written document. The board shall have discretion to issue such notices and certificates in either "qualified" or "non-qualified" form as permitted by the Internal Revenue Code and other applicable law.

9.5 Fiscal Year

The fiscal year of the Association shall commence on the first day of January and end on the last day of December.

ARTICLE X

Dissolution

Upon the dissolution of the Association, after all debts and liabilities have been paid and all capital accounts have been paid, the remaining property and assets of the Association shall be distributed among the producer members who are active and in good standing at the time of dissolution in the proportion which the aggregate fees paid by each such producer member in the preceding 12 months bears to the total fees paid by of all such producer members in the preceding 12 months insofar as practicable, unless otherwise provided by law.

ARTICLE XI

Amendments

These Bylaws may be amended, changed or altered at any time by an affirmative two-thirds (2/3) majority vote of the Board of Directors present and voting at any regular or special meeting of the Board of Directors duly called and held.

ARTICLE XII

Indemnification

The Association shall indemnify its officers, directors, employees and agents to the fullest extent possible under the laws of the Commonwealth of Kentucky, as they may be amended from time to time.

#2272



Lexington Farmers' Market Special Events

Power of Produce Club

Popular ongoing summer program at the market which allows children to try new fruits and vegetables, learn about agriculture, nutrition, and cooking, and participate in fruit and vegetable-themed activities. Participants receive vouchers to buy fruits and vegetables at the market after participating in activities.

Homegrown Authors

In partnership with local bookstores, we feature local Kentucky authors, especially those who have written food-related books, and allow them to advertise and sign books at the market.

Taste of Home

In partnership with a local refugee resettlement agency, we feature a series of cooking demonstrations, allowing refugee cooks to share their favorite recipes (using local produce from the market).

Summer Food Service Program

Many of our markets serve as sites for the Summer Food Service Program, which allows the Fayette County school district to provide meals to children under 18 when school isn't in session.

We also host other assorted single-day events throughout the year, including Customer Appreciation days featuring local food samples, a Holiday Market, and a number of cooking demonstrations.

