

#7921

2018 KNOX COUNTY FARMERS' MARKET VENDOR AGREEMENT



PRINTED NAME: _____

FARM/BUSINESS NAME: _____

ADDRESS: _____

HOME TELEPHONE: _____ CELL PHONE: _____

EMAIL: _____ FACEBOOK/WEBSITE/SOCIAL MEDIA: _____

PRIMARY ITEMS (eggs, vegetables): _____

CLASSIFICATION: _____
(farmer, crafter, prepared foods, nonprofit organization)

RELEASE INFO (YES or NO) _____

I give permission to the KCFM to advertise/share my farm/business information and have my information made available to the public in the form of a directory, online or otherwise to help promote my products.

PHOTO RELEASE (check box)

I grant permission to the KCFM to take and use: photographs, digital images, video, and/or audio of me for use in KCFM files, promotional materials, reporting and/or educational materials. These materials might include printed or electronic publications, web sites or other electronic communications. I authorize the use of these images without compensation to me. All negatives, prints, and digital reproductions shall be property of the KCFM and shall be shared with me upon request.

I grant permission to the KCFM to take and use: photographs, digital images, video, and/or audio of my minor child (or children) Names- _____ for use in KCFM files, promotional materials, reporting and/or educational materials. These materials might include printed or electronic publications, web sites or other electronic communications. I authorize the use of these images without compensation to me. All negatives, prints, and digital reproductions shall be property of the KCFM and shall be shared with me upon request.

KENTUCKY PROUD (YES or NO) _____

Is your farm/business certified Kentucky Proud? (For more info see www.kyproud.com)

Have you completed the Kentucky Produce Best Practices Training Diploma (YES or NO) _____

PARTICIPATION IN THE **TOKEN EXCHANGE PROGRAM** (YES or NO): _____

By indicating YES you agree to all the rules associated with the token exchange program as outlined on the 2018 KCFM Rules and Regulations in order to accept SNAP/Credit/Debit/Voucher payments overseen by the KCFM.

For CRAFTERS: Please **attach a photo** of the product(s) to be sold in your booth. Please give a brief description of your craft products (including what part of the craft you made yourself and/or if a locally produced product is included in your craft and the source of that product) and indicate any proposed demonstrations you might like to lead _____

For CRAFTERS: Are you a Juried artist/craftsperson? (YES or NO) _____ If yes, member group name _____

Designated individuals who are permitted to operate the booth in the absence of the vendor: *(Choose up to three)*

I hereby acknowledge that I have reviewed the 2018 Rules and Regulations of the Knox County Farmers' Market and agree to comply with all of the rules set out therein. I acknowledge that violation of any of the rules may result in loss of privileges to participate as a vendor at the Knox County Farmers' Market. In consideration of being permitted to participate in any way in the Knox County Farmers' Market: I, on behalf of myself and anyone claiming interest through me, DO HEREBY INTENTIONALLY, KNOWINGLY, AND VOLUNTARILY RELEASE, WAIVE, DISCHARGE, INDEMNIFY, AND AGREE TO HOLD HARMLESS THE KNOX COUNTY FARMERS' MARKET, HOSTING FACILITY, AND ASSOCIATED ORGANIZATIONS, and all its employees, regents, and volunteers FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, PROCEDURES, COSTS, EXPENSES, DAMAGES, AND LIABILITIES brought as a result of my involvement in the Knox County Farmers' Market, whether such damage, injury, or loss results from NEGLIGENCE or some other cause, and to reimburse them for any such expenses incurred.

VENDOR SIGNATURE: _____

This the _____ day of _____, 2018

Please return completed forms to James Barrett (859) 473-5045 or other members of the KCFM Board or to the Knox County Cooperative Extension office (606) 546-3447.

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2018 Knox County Farmers' Market Rules and Regulations



The Knox County Farmers' Market is a nonprofit organization formed to provide an opportunity for local food and craft producers to market high-quality products directly to the consumer.

Goals of the KCFM include:

- Strengthen and promote the growth of local foods in Knox County and beyond, building a network connecting producers and consumers through the production, marketing, financing, and distribution of fresh, local products.
- Become a leader in the local foods economy, fostering economic development and helping Knox County farmers and gardeners stay competitive through a variety of economic models.
- Expand access to local foods to all residents, addressing issues of food security, poverty, health, and nutrition, making good food affordable and available.
- Educate residents on the importance of local foods and local products, teaching agricultural skills, building on the rich agricultural heritage of the county, and fostering community through partnerships between organizations.
- Lead the state in economic, social, and environmental sustainability through initiatives such as expanding renewable energy, promoting organic production, and conserving resources.

Time, Location, & Logistics

1. The 2018 Knox County Farmers' Market will open May 24th. The market will run through October 4th.
2. The Market will be open on Thursdays through October 4, 2018, unless otherwise noted.
3. The Knox County Farmers' Market will meet at the Knox County Cooperative Extension pavilion located at 215 Treuhaft Boulevard.
4. Sales to the public begin at **4:00 pm**. Vendors must be set up no later than 3:45pm as all vehicle traffic and access will be blocked after this time. No set up will be allowed before 3:00.
5. Thursday sales will end at 7:00pm or when all supplies are gone. All vendors **must** stay in their allotted space until the end of the market.
6. 2018 dates for Special Saturday markets, if held, will be set by the KCFM board.
7. Vendors may apply for a space at the market by reviewing the Rules and Regulations, paying the vendor fee, and submitting the KCFM Vendor Agreement. Vendors will be contacted about their application upon approval of the Board/manager(s). Vendors **must** have fully filled out the KCFM Vendor Agreement and paid the vendor fee before setting up at the market.
8. The 2018 Knox County Farmers' Market will charge a vendor fee of \$5 per market or an annual fee of \$50 per market season for each vendor. Checks may be made payable to the Knox County Farmers' Market. Fees must be paid prior to set up.
9. Space assignment at the market will be on a first come, first served basis or as determined by the Market Manager.
10. Vendors will submit a list of no more than three (3) individuals who will be permitted to operate the booth in the absence of the vendor who holds the membership for that booth.
11. Vendors must provide their own set up and tables which are to be contained within their allotted space.
12. Vendors are responsible for the clean-up of the general area they use each week. Trash should be placed in the appropriate containers.
13. Pre-manufactured goods/products are strictly prohibited.
14. The sale or give away of animals of any kind is strictly prohibited.
15. Use of tobacco products is strictly prohibited in the area designated as the Farmers' Market.
16. Vendors may choose to donate excess or unsold produce after the close of the market each week. Produce will be collected at the end of the market and donated to local charitable organizations through the Farmers' Market Food Share Program.

Sales

17. Items that may be sold without a Kentucky permit: whole fruits, vegetables, and herbs, cut flowers, honey (up to 150 gallons per year), eggs (up to 60 dozen per week, eggs must be kept below 45 degrees at all times). Vendors are responsible for meeting all requirements and for keeping produce clean and fresh.
18. All produce must be locally grown. Produce must be from within a 100 mile radius of Knox County. Consult the Board/Manager(s) with any questions or concerns regarding local produce.
19. Place of origin of produce **must** be clearly displayed for each product.
20. Sales of pre-approved, locally-made craft items will be permitted as determined by the Knox County Farmers' Market Board. For craft approval, submit a photo of your items and a description of your items on your vendor agreement form.
21. Demonstrations by farmers and crafters are highly encouraged, but must be preapproved by the board. Contact the KCFM board if you are interested in doing a demonstration.
22. The sale of prepared foods (grilled foods, etc.) **must be preapproved** by the KCFM Board. Vendors selling prepared foods are encouraged to include locally sourced ingredients.
23. No sale of commercially made products will be allowed.
24. Kentucky grown meat from a USDA-inspected facility can be sold with a Mobile Retail Food Permit from the local Health Department. Permit must be displayed in a visible manner.
25. Only dairy from facilities permitted by the Milk Safety Branch (MSB) may be sold and then only after obtaining a Retail Food Permit. Permit must be displayed in a visible manner.
26. Vendors who would like to hand out samples at the market must meet all applicable requirements and certifications. Otherwise no sampling is allowed.
27. To sell soaps, balms, or cosmetics, vendors must obtain proper certification and approval. Goods must be properly labeled.
28. To sell home-produced value added, home-canned, or home-processed foods, the producer is required by law to have the necessary permits from the Health Department and the products must be labeled appropriately. Refer to Kentucky HB 391. For more information or to get a Home-Based Microprocessor application contact the Knox County Cooperative Extension Office.
29. Processed foods must be processed by the vendor selling the product and the proper documentation must be clearly displayed.

Regulations

30. Vendors agree upon submission of the KCFM Vendor Agreement, to hold harmless the Knox County Farmers' Market Board, hosting facility, and any and all individuals and groups associated with the market. The Knox County Farmers' Market Board, hosting facility, and any and all individuals and groups associated with the market are not liable for any property damage, loss, or personal injury incurred while at the market.
31. Vendors must abide by any and all relevant state and local laws, regulations, and requirements.
32. Vendors using the SNAP/Credit/Debit Token Program must abide by all applicable laws and Knox County Farmers' Market regulations. Vendors wishing to accept SNAP, credit, and/or debit payments must indicate they have read and will abide by the Token Exchange Program information on their vendor agreement form.
33. Vendors participating in the WIC voucher program must take appropriate training, fill out applicable forms, and abide by any and all relevant state and local laws, regulations, and requirements.
34. The Knox County Farmers' Market Board has been established to promote and oversee the Knox County Farmers' Market and support local farmers, gardeners, and crafters. Market manager(s) have been selected to oversee the day-to-day management of the market and consult with the Board about any issues pertaining to the market.

35. Please help make the market a success for everyone by following the Rules and Regulations and abiding by Kentucky law. Failure to follow the Market Rules and Regulations will result in loss of vendor privileges. Vendor fees will not be refunded if membership is revoked due to violations of KCFM Rules and Regulations.

KCFM SNAP/Credit/Debit Tokens & Voucher Double Dollars Program Information

KCFM SNAP/Credit/Debit Token Program has been set up to provide a way for KCFM vendors to accept different forms of payment at the Knox County Farmers' Market. The program aims to promote accessibility and to help farmers increase sales.

The Token Program allows for KCFM patrons to run SNAP/credit/debit transactions at the KCFM information booth. Patrons are then given tokens in the amount that they paid which they are then able to spend at participating vendor booths. Vendors then, at the end of each market day, exchange tokens for a receipt at the information booth. Vendors are then paid once a month for the previous period's sales for the amount of sales they made and were paid for in tokens. Two different kinds of tokens will be used-one for SNAP transactions and one for credit/debit transactions. SNAP tokens can purchase **only** SNAP eligible food items.

- Vendors must abide by federal law regarding the products eligible to be purchased with SNAP benefits. Vendors must only accept SNAP tokens for the sale of SNAP eligible food items.
- Vendors must turn in tokens at the end of each market day.
- Vendors will be given a receipt for the amount of tokens exchanged upon receiving vendors' tokens at the end of each market.
- Vendors will be paid for the total previous period's sales every third Thursday of the month. Checks will be available for pick up at the information booth every third Thursday.
- Vendors will not be compensated for lost tokens.
- WIC vouchers is a separate program that is not affiliated with the Token Exchange Program. Vendors must sign up to accept WIC vouchers through the separate program.
- Violation of the rules of the Token Exchange Program or the Rules and Regulations of the KCFM will result in loss of vendor privileges. Vendors must abide by all applicable laws.

These guidelines are subject to revision as needed by the Knox County Farmers' Market Board. For more information about the Knox County Farmers' Market, health permits or related matters, contact the Farmers' Market Board or the Knox County Cooperative Extension Office. Questions or concerns should be directed to the KCFM Manager James Barrett at (859) 473-5045 or farmersmarketknox@gmail.com. Also, see our Facebook page at: www.facebook.com/knoxcountyfarmersmarket/

3/28/17

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President may call an emergency meeting of the Board of Directors By _____

ARTICLE V. BOARD OF DIRECTORS

Section 1. Board Role, Size, and Composition

The Board of Directors ("Board") is responsible for the overall policy and direction of the Farmers' Market.

The Board shall not consist of less than five (5) nor more than eleven (11) directors. One term of a board membership shall be two (2) years.

Section 2. Meetings of the Board of Directors

The Board shall meet at least four (4) times per year, at an agreed upon time and place. The Board may meet more frequently as needed to conduct business.

Section 3. Election of Members

Election of new board members or election of current members to a second term will occur as the first item of business at the annual meeting of the Farmers Market. Board members will be elected by a majority vote of the current directors.

Section 4. Terms

All members of the board of directors shall serve a two (2) - year term. Thereafter he or she is eligible for re-election.

Section 5. Quorum

A majority of the Board of Directors, represented in person shall constitute a quorum for the transaction of business of the Farmers' Market. If less than a majority of the Board is present at any meeting of the Board of Directors, a majority of the members present shall adjourn the meeting without further notice.

In the absence of a quorum, after notation of the absence of a quorum and the adjournment of the meeting, the members present may discuss business as an ad-hoc committee of the Board of Directors. However, any recommendations, discussions, or transactions by such ad-hoc committee must be documented and reported at the next board of directors meeting. Any discussion, recommendation, or transaction of such ad-hoc committee carries no sanction or validity as an action of the Farmers' Market until such time as it is presented to and approved by the Board at an officially noticed Board of Directors meeting at which a quorum is present.

Section 6. Proxies

Each member of the Board of Directors shall be allowed only one (1) vote on any

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Each member of the Board of Directors shall be allowed only one (1) vote on any

item of business coming before a duly called meeting of the Board. Voting by proxy shall be allowed through electronic or written communication.

Section 7. Officers and Duties

There shall be four (4) officers of the Board of Directors: President, Vice-President, Secretary, and Treasurer. The offices may be combined for a single board member; however, the Board of Directors shall ensure that all the functions, duties, and responsibilities of that office are duly carried out to accomplish the duties of the office as if separate individual officers carried out the functions.

The duties of the officers are as follows;

(1) The President shall convene regularly scheduled meetings, shall preside, or arrange for the Vice-President, Secretary, or Treasurer (in that order) to preside, at each meeting. The President shall notify each board member of every meeting as provided for in these bylaws.

(2) The Vice-President shall chair committees on special subjects as designated by the Board and send out meeting announcements and agendas.

(3) The Secretary shall keep records of Board actions, keep minutes at all Board meetings, distribute copies of meeting minutes and the agenda to each board member, and assure that Farmers' Markets records are maintained.

(4) The Treasurer shall make a report at each board of directors meeting. Information made available to and released to the public shall be in compliance with the Kentucky Open Records Laws, the U.S. Freedom of Information Act, and all federal and state statutes governing public access to information concerning public funds.

Section 8. Resignation, Termination, and Absences

Resignation from the Board must be in writing and received by the Secretary to be effective. A board member shall be removed from the Board for excess absences if he or she has three (3) unexcused absences from board meetings in one year's time. The Board shall adopt a resolution to determine the criteria for excused absences from board meetings.

Section 9. Open Meetings

The Knox County Farmers Market, Inc. as a private non-profit entity is not subject to the State's open meeting laws.

Section 10.

The Board shall submit an annual report to the Secretary of State in accordance with KRS 620,505 (2)(h).

ARTICLE VI. COMMITTEES

Section 1. Committees and Duties

The Board may create committees as needed. The Board may establish these committees as either standing committees, temporary committees, or may decide that no committee is needed for the functions included in the committee's responsibilities. The Board may consider combining the functions and duties of these committees in order to accomplish the purposes of the organization.

ARTICLE VII. FISCAL YEAR

The fiscal year shall be the calendar year.

ARTICLE VIII. FARMERS' MARKET RECORDS

Any Board or Committee member shall have access to the official records of the Farmers' Market, during the usual hours of business, to inspect for any proper purpose the Farmers Market's bookkeeping, records, reports, and to make copies or extracts therefrom. The Board shall adopt policies and procedures for compliance with Kentucky Open Records laws for those programs and projects funded with state and federal funds and subject to federal and state open record rules.

ARTICLE IX. MISCELLANEOUS PROVISIONS

Section 1. Checks

All checks or demands for money and notes of the Farmers Market shall be signed by such officer or officers as the Board may from time to time designate.

Section 2. Conflict of Interest

The Board of Directors shall adopt a policy on conflict of interest, which contains at least the following provisions:

(1) Full Disclosure. Board members and staff members in decision-making roles should make known their connections with groups doing business with the Farmers' Market or with the potential to do business with the Farmers' Market. This information should be provided annually and as conflicts arise.

(2) Board Member Abstention from Discussion and Voting. Board members who have an actual or potential conflict of interest shall not participate in discussions or vote on matters affecting transactions between the organization and the other group, and shall make this known by formally abstaining from such deliberations and decisions during board meetings.

(3) Staff Member Abstention from Decision-making. Staff members who have an actual or potential conflict shall not be substantively involved in decision-making affecting such transactions, and shall make this known by formally abstaining from such deliberations and decisions, in writing to the Board of Directors.

Section 3. Nondiscrimination

The Knox County Farmers' Market does not and shall not discriminate on the basis of race, color, religion (creed), gender identity, gender expression, sex, age, national origin (ancestry), disability, marital status, health status, sexual orientation, or military status, in any of its activities or operations. These activities include, but are not limited to, hiring and firing of staff, selection of volunteers and vendors, and provision of services. We are committed to providing an inclusive and welcoming environment for all members of our Board, staff, volunteers, vendors, and clients.

The Knox County Farmers' Market is an equal opportunity employer. We will not discriminate and will take affirmative action measures to ensure against discrimination in employment, recruitment, advertisements for employment, compensation, termination, upgrading, promotions, and other conditions of employment against any employee or job applicant on the bases of race, color, religion (creed), gender identity, gender expression, sex, age, national origin (ancestry), disability, marital status, health status, sexual orientation, or military status.

ARTICLE X. AMENDMENTS

These Bylaws may be amended when necessary by a two-thirds majority vote of the Board of Directors.

These Bylaws were approved by the Board of Directors of the Knox County Farmers' Market, Inc., this 16th day of December 2014.

James Grant Baker
President of the Board

Mary Beth Jewell
Secretary of the Board

Before me, a notary public, within and for said county and state, on December 16, 2014, appeared these persons known to me to be one of the identical persons who executed the within and foregoing instrument, and he or she acknowledged to me that he or she had executed the same and his or her free and voluntary act the deed for the uses and purposes therein set forth.

B. R. Strunk

Notary Public

Brian R. Strunk

6/28/18

Commission Expires

