

#856



2018 Vendor Application

We are pleased that you are considering vending with the Berea Farmers Market (BFM). The BFM is a Farmer Cooperative which not only distinguishes us from other markets but also contributes to our success and resiliency. Vendor Members use their strengths and skills to build the market -- which is good for individual businesses and good for our community. The work of the Cooperative is shared among the Market Manager, the Board of Directors, and Vendor Members to keep our market a thriving year-round event. The BFM invites each vendor member to consider where their particular strengths and skills fit into this work, and participate in at least one of the Cooperative's committees. We place a high value on keeping power--and responsibility--on a horizontal plane.

In order to comply with Kentucky law and to maintain the integrity of a grower-only market, we require a rather detailed application. We appreciate the extra time that you will be spending to complete this application. We hope you will be rewarded by becoming a part of this rapidly growing market with a vibrant and loyal customer base.

Applications must be completed and approved by the board before you can vend at your first market. After submitting your application, PLEASE ALLOW 10 DAYS FOR APPROVAL.

CATEGORIES OF VENDORS AND DOCUMENTS REQUIRED:

FARMER VENDOR: If you are selling food, plants, other agricultural products (i.e. fiber, hemp) and/or body products, please submit:

- ☐ Vendor Application
- ☐ Member Agreement
- ☐ Farm Plan - This document is a "best guess" estimate with approximate harvest amounts. PLEASE DOCUMENT ADDITIONS/DELETIONS TO YOUR FARM PLAN THROUGHOUT THE SEASON.
- ☐ If you are selling meat or eggs: copy of approved labels & certificates (see page 3)
- ☐ W-9 (for new members who want to accept BFM tokens)
- ☐ Copy of Sampling Certificate if you plan to sample food

VALUE ADDED VENDOR: If you are selling processed farm products such as canned food, baked goods, body products and/or pet treats please submit:

- ☐ Above documents for farmer vendor application
- ☐ Copies of KDA, health dept. and/or other certificates
- ☐ List of all your approved products indicating which item is grown on your farm.

Note: BFM is a Grower Only Market. As such we require your Value Added Products to contain at least one ingredient grown on your farm. KY House Bill 391 requires home processed products to contain a primary or predominant ingredient that has been grown, harvested, and processed by the farmer to qualify for the program.

Two popular examples for eligible home processed products would be Zucchini Bread or Strawberry Jam - the zucchini or strawberry being the farm-grown ingredient.

PREPARED FOOD VENDOR: For the sale of ready-to-eat food at the market, please submit:

- ☐ Vendor Application
- ☐ Member Agreement
- ☐ Farmers Market temporary food service establishment permit
- ☐ Sample Menu Plan
- ☐ W-9 (for new members who want to accept BFM tokens)

Note: Prepared food vendors must demonstrate a direct farm impact for farmer members of BFM by offering menu items that contain ingredients sourced from farmer members of BFM. When available at BFM, ingredients must be purchased from market members.

ARTISAN VENDOR: If you are selling hand crafted art, please submit:

- ☐ Vendor Application
- ☐ Member Agreement
- ☐ Photos of your work (new members only)
- ☐ W-9 (for new members who want to accept BFM tokens)

Note: Any craft items you plan to sell must be pre-approved by the Berea Farmers Market Board of Directors.

Vendor Category, check all that apply: € Farmer € Value Added € Prepared Food € Artisan

Farm/Business Name _____
Contact Person _____

Mailing Address _____

Business Address _____

Directions
(start from a main road): _____

Primary Phone _____
Secondary Phone _____
Email _____
Website _____
Emergency Contact _____
Emergency Phone _____

May we include your contact information (email, website, primary phone, contact person, etc.)
in our public vendor directory? **YES / NO**

Do you operate a road side stand? **YES / NO**

If YES: Address _____
Hours _____

Do you sell anything at the produce auctions? **YES / NO**

Do you buy anything from the produce auction? **YES / NO**

Will you be offering samples of your products? (If YES, please attach a copy of your sampling
certificate. Also, GAP training certificate required if you are offering cut samples)

YES / NO

Do you make any claims about the products you sell, or do any of your products require certificates or permits (pesticide free, honey license, organic, pasture raised, egg license, home based microprocessor, hot ready-to-eat food, etc.)? **YES / NO**

If **YES**, please provide permit, certification, ingredient list, menu, etc. as required below:

PRODUCT CLAIMS/CERTIFICATIONS	MARK ALL THAT APPLY	CERT. #	NOTES
KY Proud			
Appalachian Proud			
Certified Naturally Grown			
USDA Certified Organic			Exempt if you sell less than \$5k/yr., but you cannot use the USDA organic seal
Non-GMO Project Verified			
Homebased Processor (HB391) (jams, jellies, breads)			Please attach a list of all your products indicating which item is grown on your farm.
Homebased Micro Processor (HB 391) (canned goods)			Please attach a list of all your approved products indicating which item is grown on your farm.
Certified Commercial Kitchen			
Pre Packaged Retail Sale Permit (All meat sales)			Please include a copy of your permit from your Health Dept.
Egg License (If you sell more than 60 doz/wk)			Must use new cartons. Please include a copy of your approved label
Farmers Market Temporary Food Service Establishment Certificate			Sample menu plan. Must show direct farm impact. (See requirements above.)
Pet Treats			Please attach proof of registry with the Division of Regulatory Services as well as a copy of your approved label.
Sampling Certificate			
GAP Training Certificate			

In just a few words, please describe your farm/business to us:

If accepted as a member of the Berea Farmers Market I, _____, agree to provide all necessary permits/documents, pay all applicable fees, sign the membership agreement and submit a farm plan and/or sample menu as appropriate.

Signature _____

Title _____ Date _____

The BFM board will review your application, but the market reserves the right to refuse membership to anyone. We hope to offer the opportunity to be part of our market to all who qualify. We will notify you of our decision as soon as possible.

Please provide this form, along with your signed "Membership Agreement", a signed W-9 if you would like to accept market tokens and membership fees to
The Berea Farmers' Market c/o Faye Adams-Eaton; Berea Farmers Market
Po Box 46, Berea KY 40403 or drop off at the Berea Farmers' Market.

After submitting your application, please allow 10 days for approval before your first market. Questions? Call Faye 859-813-0750 or email: manageratbfm@gmail.com

#856



Berea Farmers' Market, Cooperative By-Laws

Article I Name

The name of the cooperative association shall be Berea Farmers Market, Cooperative (BFM), incorporated in the Commonwealth of Kentucky under the provisions of the Kentucky Revised Statutes, Title XXII, Chapter 272, subsection 272.101 to 272.345 to be operated on a cooperative basis for the mutual benefit of its members in the Commonwealth of Kentucky.

Article II Purpose

The purpose of the Berea Farmers Market is to operate a grower/producers only farmers market in the city of Berea, Kentucky. The association is organized to provide our members with a market to sell agricultural, value added and artisan products owned or made by the members and to provide a valuable source of fresh food and local art for consumers.

Article III Membership

Membership in the cooperative is restricted to producers and associations who patronize the market and reside in or the vicinity of Madison County, Kentucky. No concessions or resellers of any items are permitted. Membership in the BFM is granted only upon Board approval under guidelines established by the full Membership. Any person or organization may apply for membership under the class of membership that applies to them as specified below. All members must meet the requirements as specified in the membership agreement and abide by the rules and policies set forth by the board of directors to maintain membership in the Berea Farmers Market.

1. Membership Categories and Qualifications

BFM is operated on a cooperative basis for the mutual benefit of its members as producers. Members are encouraged to be KY Proud recognized.

A. Producer Member

Producer Members are limited to agriculture/value added producers and artisans from Madison County or the vicinity. Producer Members include:

1. Any person or persons mutually engaged in the growing and production of agricultural, horticultural and value added products whether full or part-time. Producer Members can also contribute to a registered Associate member multi-source CSA model.
2. Artisans producing unique, hand crafted work may become members upon the approval of the Board of Directors, within the guideline that up to forty percent of vendor positions are available for artisans.

Producer members are considered in Good Standing when approved by the Board and all fees and dues are current and paid in full.

B. Producer Associates.

Producer Associates meet the same requirements of Producer Members: limited to agriculture/value added producers and artisans from Madison County or the vicinity. They differ

in that they are predominantly suppliers for aggregated multi-source CSAs and do not have a direct market selling presence except for day selling (see III.2). Producer Associates can promote to Producer Members in Good Standing at any time through approval and payment of any balance of annual dues.

C. Associate Members:

Associate members shall be limited to non-producer charitable organizations, firms and organizations which have related local and community goals, such as trade associations, colleges and universities, and professional organizations which are sympathetic to and interested in supporting the purposes and activities of the Berea Farmers Market. Individuals or businesses which do not sell at the market, but use the CSA model to aggregate and distribute product from various sources are considered Associate members. All sources of product must come from registered Producers Member (A) or Producer Associates (B).

D. Friends of the BFM:

All others that are interested in the market's success including individuals, businesses, organizations, and others that want to support the market can be considered for Friends of the Market membership in the Berea Farmers Market.

2. Selling Rights:

Producer Members shall have priority selling rights for all market days and locations. Producer Members may distribute their own CSAs (Community Support Agriculture) boxes if the majority (90%) of the products were grown/produced by the Producer Member.

Producer Associates have no direct selling rights at the market unless a day fee is paid. These can accumulate towards a full Producer Member annual fee.

Associate members, charitable groups and other similar organizations may apply to sell or display information at the market on a case by case basis, but is contingent upon approval by a simple majority of the board of directors.

Individuals or businesses who only distribute pre-sold product, whether a designated CSA or not, cannot sell directly without all product registered as produced by a Producer Member or Producer Associate, specific permission and appropriate day fees paid.

Friends of the Market members have no selling rights.

3. Termination or Refusal of Membership:

The Board may by a simple majority vote refuse or terminate the membership of any current or member applicant upon violation of these Bylaws or for such other cause as the Board may deem deleterious to the BFM's reputation or financial condition or for violation of law. Prior to termination of membership, the member shall be given notice and a reasonable opportunity to be heard. The action of the Board thereon shall be final.

4. Reinstatement.

A former member desiring to be reinstated must reapply for membership in the proper membership classification.

Article IV Membership Meetings and Voting

1. Membership Meetings:

Membership meetings for all categories will be held quarterly, with the fall meeting serving as the Annual meeting. The first quarter (Q1) meeting will serve to present and approve the closed financials from the previous year, budget and workplan for the upcoming year and the conduct of any further business that the Members or Board deems appropriate. Only Producer Members in Good Standing have voting rights (see IV.5). The date, time, and location shall be determined by the board of directors.

2. Annual Meeting:

The fall membership meeting is considered the annual meeting of the BFM. The Annual meeting serves to present and approve the election of directors as set forth herein, and the conduct of any further business that the Members and Board deems appropriate. The date, time, and location shall be determined by the board of directors.

3. Special Meetings:

Special meetings of the membership may be called at any time by the board of directors or upon written request of at least twenty percent (20%) of the Producer Members in Good Standing listed on the current membership list and specifying the business to be undertaken at such meeting. No business shall be undertaken at such special meetings except that specified in the written request.

4. Notice of Meetings:

Notice shall be provided for all regular and special membership meetings no less than 10 days before such meeting. Forms of notification shall include, but not limited to written and/or electronic means. Such notice shall state the business to be transacted, the date, time and place of the meeting.

5. Voting Rights:

Only a Producer Member in Good Standing shall have and/or exercise the right to vote as a member. Voting rights shall be equal among members, with only one vote per membership. Producer membership shall be limited to one membership per farm, horticultural, or art enterprise. References in these Bylaws to voting or voting members shall be construed as being limited in application to Producer Members.

Members shall be eligible to vote at both scheduled and any other special membership meetings. A membership list will be maintained by the Berea Farmers Market to track voting rights.

Producer members in Good Standing shall vote on recommendations and proposals put forth by the Board, including, but not limited to: market rules, policies, annual workplan and budget and other decisions affecting the Members.

6. Quorums:

A quorum shall consist of Twenty-five percent (25%) of the Producer members in good standing for the annual membership meeting and any properly called special membership meeting. Voting electronically or by proxy will be allowed as set forth in the Board policy.

Article V Membership Dues

1. Fees:

The Berea Farmers Market Inc. will collect fees and dues from members to provide for the costs of market operation for members' benefit. Upcoming calendar year dues and fees are to be approved on an annual basis at the annual membership meeting for all classes of membership. The annual fee (dues) will be due to the Berea Farmers' Market, Inc. no later than the 15th of January of the following year. Installment payments and hardship cases can be approved by the Board and documented in the Producer member agreement. Any day fees will be collected as approved by the Membership and specified in the membership agreement.

Annual dues are not prorated and a full annual fee must be paid to be considered in Good Standing. Current Producer Members in Good Standing who have documented good history of timely installment payments, may be considered in Good Standing with no interruption, for the subsequent year.

2. No Refund of Dues.

No dues shall be refunded to any member whose membership terminates for any reason.

Article VI Board of Directors

1. Duties and Authority

The affairs of the cooperative shall be managed by the Board. The Board may exercise all the powers of the Association subject to any restrictions imposed by law, the Articles of Incorporation or these Bylaws.

The Board of Directors serves the membership and is responsible for the efficient and effective operations and management of the BFM.

The Board is responsible for developing and proposing to the membership for discussion and voting:

- the annual workplan and budget
- market rules
- policies

- other decisions that affect the membership

The Board may appoint such committees as set forth under Article VII.5 as may be necessary to further the business of the cooperative, including an executive committee for such exigencies as may require immediate action.

2. Board Composition and Qualifications:

The Berea Farmers Market, Inc. shall have a Board of Directors of 9 voting members: including a minimum of 3 producer members in good standing, with the remaining being member(s) of the larger community. Only one designate of any household, farm, horticulture, or craft enterprise may serve on the board at any time.

The board may appoint advisors to the board (ex-officio board members) that have no voting rights but can contribute to the discussion.

3. Election of Directors:

A nominating committee shall be appointed by the Board. The duties of the nominating committee will be to prepare a slate of directors for the annual elections to be held at the fall Annual meeting of the association.

Board members shall be elected by a majority vote of the Producer Members in Good Standing. There will be 9 Directors elected by the members. New directors shall be prepared to assume the responsibilities of the office at the QI annual meeting.

The board shall consist of 9 directors, serving three-year terms with one-third being elected new each year, one third serving a middle term, and one third serving a third year and rotating off thereafter.

After the initial election of directors, all directors will serve three (3) year terms, with no limits on number of terms. The immediate past President may serve as an ex officio non-voting member of the Board as well.

4. Board Vacancies:

Whenever a vacancy occurs on the board of directors, other than from an expiration of term, the remaining directors shall temporarily fill the empty spot by majority vote until the next annual meeting of members or until an election is held in a Special meeting, where members will elect a permanent replacement to fill the rest of the term.

5. 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 current directors must be present physically or virtually to conduct business.

A written summary of the meeting including financials, market participation and discussions affecting the membership and decisions made should be made available to all Members in Good Standing through forwarding electronically and a copy at the BFM table at the market.

6. Quorum:

Three (3) directors, with at least one present being a producer member, shall constitute a quorum. [Example sentences removed, due to simplicity of new arrangement.] Board meetings may be held by conference telephone call and board members may call in via telephone to vote at in person board meetings (if available) in order to constitute a quorum.

Voting by proxy will be allowed as set forth in the Board policy.

7. 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. At all meetings, the presence of a majority of the members of the Board then in office shall be necessary to constitute a quorum for the transaction of business.

8. Removal of Directors:

Whenever any director fails to meet the qualifications described in Section 2. 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 can remove said director and fill the vacancy in accordance with Section 4. of this Article. Board members may also be removed in accordance to KRS Chapter 272.460(1).

The Producer Membership may remove any director for cause by an affirmative two-thirds (2/3) vote of the Producer Members in Good Standing present at any regular or special meeting of the Membership

9. Volunteers.

Directors shall not receive any compensation for services but shall be eligible to receive reimbursement for any expenses that they may incur in the performance of their duties and obligations as a member of the Board, under policies adopted by the Board for such purpose from time to time. No director, producer member, associate member, or member of the immediate family of a director, producer member or associate member shall occupy any paid position in the Berea Farmers Market.

Article VII Duties of the Directors

The duties of the Board of Directors shall be to assure the smooth transaction of all business of the association.

1. Management of the Business:

The Board of Directors shall have general supervision and control of the business and the affairs of the Berea Farmers Market, Inc. and shall make all rules and regulations not inconsistent with law, the articles of incorporation and bylaws for the management of the business and the guidance of the members, officers, employees and agents of the Berea Farmers' Market, Inc.. The Board of Directors shall have the power to enter into contracts with individuals or organizations to secure management and operational services. Operational responsibility includes:

- a. Financial, such as paying all expenses of the association, seeking and applying for funding from outside sources, maintaining proper financial records, establishing membership and market stall fees, developing an annual budget for approval by the general membership
- b. Administrative, such as maintaining all records of the association including membership rolls, sales tax records (as applicable), Kentucky Secretary of State Forms, and any other records deemed necessary by the Board of Directors
- c. Hear and rule on grievances
- d. supervise any market staff or contractors

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 Berea Farmers Market, Inc. and to determine the manner of receiving, depositing, and disbursing the funds of the Berea Farmers Market, Inc. All monies collected will be deposited into a bank account in the name of Berea Farmers' Market. Any checks written or other withdrawals from this account will require the signatures of two officers or appointees. The board of directors shall have the power to change such banks and the persons signing such checks and the form thereof at will.

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 Berea Farmers Market, Inc. 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.

4. Accounting System and Audits:

The Board 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 Berea Farmers Market 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. Such report shall be made available to the members at the Annual meeting.

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. Committees can include members and also community non-members, but must include at least one board member as a liaison.

Article VIII Duties of the Officers:

1. Designation of Officers

The officers of the Berea Farmers Market, Inc. shall be a President, Vice-President, Secretary and Treasurer. Officers shall be elected from the directors at the first Board of Directors meeting following the annual meeting by simple majority vote. Terms start January 1st and run to December 31st. Only one vote is permitted per board member, even though any two (2) or more offices may be held by the same person, except that the same person shall not be both President and Secretary.

a. **The President** shall call and preside over meetings as outlined in Article VI, develop the agenda for regular board meetings, appoint committees, perform duties in the interest of the association and sign all membership cards and such other papers of the Berea Farmers Market as s/he may be authorized or directed to sign, including without limitation, all checks, contracts and other instruments in writing on behalf of the Berea Farmers Market. The President shall perform such other duties as may be prescribed by the Board of Directors.

b. **The Vice President** shall perform duties of the President in his/her absence or disability. The Vice-President will act as ex-officio member of all committees.

c. **The Secretary** shall keep a complete record of all meetings of the Berea Farmers Market and of the Board of Directors and shall have general charge and supervision of the books and records of the Berea Farmers Market.

S/he will be responsible for monthly reporting to the Producer Members in Good Standing of monthly Board meetings as specified in Article VI.5.

S/he shall sign all papers pertaining to the Berea Farmers Market, Inc. as s/he may be authorized or directed to sign by the Board of Directors. S/he 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 pertinent to the office at the annual meeting. He or she shall keep complete membership records. S/he shall make all reports required by the Berea Farmers Market 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 Berea Farmers Market that are in his or her possession.

d. **The Treasurer** shall perform duties with respect to the finances of the Berea Farmers Market as prescribed by the Board of Directors including:

1. collect and hold all association money in bank accounts and pay all bills

consistent with the approved budget. The association's checking account will require the signature of two members of the Board of Directors, the treasurer and any one other member. The Treasurer shall present the books and records annually to the auditing committee consisting of a minimum of two members appointed by the President. The Treasurer shall keep complete financial records and present a report at each meeting of the association.

2. S/he shall present a detailed year-end report to the Board of Directors and is responsible for preparing a preliminary budget for the upcoming year.

Article IX Capital Stock:

The Berea Farmers' Market, Inc. shall operate as a non-stock cooperative.

Article X Operation at Cost and Members' Capital:

1. Operation at Cost:

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

2. Margin Allocation:

In order to induce patronage and to assure that the Berea Farmers' Market will operate on a service-at-cost basis in all its transactions with its members, the Berea Farmers' Market 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 length of membership in months and number of market participation days.

3. Dividends:

No dividends shall be paid on any capital.

4. 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 XI Dissolution:

Should the association dissolve or become inoperative, any remaining money shall be disposed after all debts and liabilities have been paid of according to the recommendation of the Board of Directors with the approval of the membership and consistent with applicable laws.

Article XI Amendments:

The By-Laws may be amended at any meeting of the cooperative by a two-thirds vote of the members in Good Standing present, provided due notice of such proposed amendments be mailed or emailed by the

Secretary to the entire membership not less than fifteen (15) days prior to the said meeting. Electronic and proxy voting is permitted under the policy as set forth by the Board.

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.

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2018 Membership Agreement Berea Farmers Market, Cooperative

Agreement made this _____ day of _____, 2018 between
 _____ (name of vendor applicant) & the Berea
 Farmers Market, Cooperative.

Agreement to abide by the Berea Farmers Market, Cooperative Rules and Regulations: *(please initial on the left and sign below)*

___ I have read and agree to abide by the Berea Farmers Market, Cooperative's By-Laws and Kentucky Farmers Market Rules and Regulations. Berea Farmers Market, Cooperative By-Laws & a link to the KDA Farmers Market Rules can be found on our web page at www.bereafarmersmarket.org

___ I understand that Berea Farmers Market is a grower only market and I agree to sell only what I have grown or created myself.

___ I further understand that the Berea Farmers Market, Cooperative reserves the right to do studio and farm visits to assure that the products sold are created and/or grown by me.

___ The information I have provided in this application is accurate and complete. I will provide the Berea Farmers Market, Cooperative's Board of Directors with additional information as needed to verify the claims made in this application and my compliance with Berea Farmers Market, Cooperative's rules including the appropriate permits for products being sold. The information that I subsequently provide will likewise be accurate and complete.

___ I understand that the Berea Farmers Market, Cooperative is a farmer cooperative with limited funds. I acknowledge that the beneficial purpose (to assist small regional farmers or producers such as myself) will be impossible to pursue if it is subjected to costly litigation. Therefore, I agree to make good faith attempts to resolve disputes with the Berea Farmers Market, Cooperative before pursuing litigation. If I do pursue litigation and am unsuccessful, I will pay all costs, expenses fees and disbursements incurred by the Berea Farmers Market, Cooperative in the course of its defense of said litigation and I will also pay Berea Farmers Market, Cooperative a reasonable attorney's fee.

___ I understand the Berea Farmers Market, Cooperative, as a cooperative, is operated by its vendor members. There are a variety of ways for members to contribute. Please indicate in which areas you would most be interested:

___ Vendor Relations ___ Finance/Fundraising Other _____
 ___ Site/Long term planning ___ Outreach & Marketing

Use of Berea Farmers Market Cooperative Sites:

___ I agree to sell at Berea Farmers Market, Cooperative only on day(s) the market is scheduled, unless I receive written authorization to the contrary. I understand that while Berea Farmers Market, Cooperative obtains permits, reserves space and promotes markets, Berea Farmers Market, Cooperative cannot guarantee market assignments or guarantee sales at any market.

Suspension and Termination:

___ Unless otherwise specified in the Berea Farmers Market, Cooperative Regulations, any violation of this agreement may result in suspension or termination in the Berea Farmers Market, Cooperative at the discretion of the Board of Directors. Procedures outlined in the vendor grievance policy will be followed to try to reconcile any disputes before resorting to suspension or termination.

Fees:

Each Farmers' Market booth is 10x12 ft. One full membership guarantees one booth space for the entire season. The annual fee can be paid in monthly installments of at least \$20.00/month or paid in full at the beginning of the season.

If you join the market later in the season, monthly installments have to be paid up front until current. For example, if you join in June, the minimum fee due is \$60.00 upfront (for April, May and June), with the remainder to be paid in installments. **Please Note: The entire annual fee is your membership cost. Your fee does not depend on how many months you plan to actually attend the market!**

Day Trading (Trial membership):

Booths are also available for non-members on a daily basis for up to 3 times a season. Day Fees will be applied towards the Annual Fee should day traders decide to become full members. Only full members can participate in the Market Tokens Program.

Market Tokens (Debit/Credit and EBT)

BFM happily accepts Debit/Credit cards and EBT for you. We issue two types of tokens: one for EBT and one for Debit/Credit cards. If you would like to participate in the Token Program we ask a service fee of \$1.00 if you accepted 1 type of token and \$3.00 if you accepted both types of token that day of the market.

Fee Schedule:

Annual Vendor Member Fee (April 1st, 2018-April 1st, 2019):	\$240.00
Day Fee (non members - up to three times a season):	\$20.00 per day

___ I would like to reserve ___ booth(s) for the current season.

___ I would like to "day trade," beginning on ___/___/2018 .

Please make checks payable to "Berea Farmers Market".

Duration of the Agreement:

This agreement applies to the current Berea Farmers Market, Cooperative season only (4/1/18-4/1/19) and in no way implies acceptance to the Berea Farmers Market, Cooperative in the future. If accepted as a member of the BFM I, _____ agree to pay all applicable fees.

Signed: _____ Date _____

Business Name: _____

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Brief description of special event or programs at Berea Farmers Market.

- Summer food service for kids
- Live Music and entertainment
- Sprouts Kids Club events
- Local hospital vend

