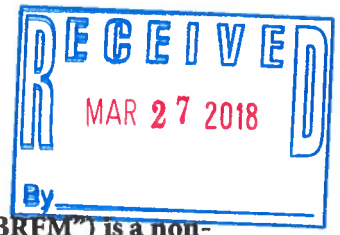


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**BARDSTOWN ROAD FARMERS' MARKET, INC
2014 GUIDELINES**



The Bardstown Road Farmer's Market, Inc. (hereinafter referred to as the "Market" or "BRFM") is a non-profit corporation registered in the Commonwealth of Kentucky. The BRFM is currently held in the parking lot of the Bardstown Road Presbyterian Church, located at 1722 Bardstown Road, Louisville, KY 40205-1262, from the first Saturday in April to the last Saturday before the Christmas holiday. The market is open from 8:00 am – noon. The Winter Market opens on the first Saturday in January through the last Saturday in March from 10:00am to 12:00pm. The following guidelines apply to all Producer/Members and Vendors who participate in the BRFM.

The goal of the Market is to provide an opportunity for agricultural producers to market high quality products directly to the consumer.

The term 'Vendor' is defined as anyone selling at the Market. They shall reside in Kentucky or southern Indiana south of Columbus, Indiana. Vendors fall into categories:

- 1. Member** Membership is available to those farmers who own or operate property (farms) and produce regionally grown products, whether on a full or part-time basis. Membership entitles the producer member to vote and sell at all market days.
- 2. Associate Member** does not own, manage, or operate property where regional products are grown but their products contribute to the diversity of the market. They are entitled to sell on all market days. At the discretion of the board, a maximum of 4 spaces may be reserved for associate members.

Dogs: With the exception of service dogs, no dogs are permitted in the market area during market hours.

Musicians: Musicians must schedule each appearance at the market with the Market Manager. Vendors are not allowed to 'hire' or otherwise schedule their own musicians.

Distribution of political/religious information/literature by groups:

Only groups promoting public safety or public health issues will be allowed to distribute information and only after board approval. The board will review requests and make final decisions on which groups will be allowed to distribute information. Individual full members may distribute information, but only from their own booth. We agree that the Bardstown Road Presbyterian Church will be allowed to distribute literature regarding their church.

Farm products sold may include: vegetables, herbs, fruit, bedding plants, Christmas trees, cider, ornamental produce, meat cuts, eggs, honey, potted plants, cut flowers, plant arrangements, firewood, and other farm-based products. Products not listed must receive clearance from the Board of Directors before sale. No live animals may be sold at the market, though vendors may use live animals for entertainment purposes if such display is cleared through the Board in advance, is possible without harm to the animals, and the vendor provides for the thorough cleaning of the parking space before departure.

Producer-members may resell certain items, but on any given day, resale items cannot exceed 20%, by volume, of the members's product.

Items being resold must be labeled on a card provided by the market, with the name of the product, the farm where it was grown, and the location of that farm. Resale items must be purchased directly from a local producer, and must be produced within Kentucky or southern Indiana south of Columbus. The member should be able to produce a sales receipt for resale items upon request. Resale of items purchased through a local wholesale produce business is not acceptable. Associate members and Guest Vendors shall not resell items.

Non-compliance with the resale rule as determined by the Market Manager will result in loss of resale privileges

Grievances:

Grievances for any Market matter should be submitted in writing on provided grievance form to the Market Manager or any Board Member. The Board will respond to the grievance within one week

Termination of Membership. The Board of Directors may, at any time, recommend to the membership the cancellation of membership of any member. The membership may, at any time, by two-thirds (2/3) vote, of members present at a special meeting cancel any Membership or refuse Membership to any person, when, in their judgment, the Market's welfare justifies such action. If Membership is terminated, the Member may file a written appeal with the market manager within 14 days from the receipt of the termination notice. The Board of Directors and a committee of 3 appointed by the Board shall hear the appeal within 14 days of the receipt of the written appeal. If termination is reversed by a two-thirds (2/3) vote of board and committee, the Member's agreement and vending rights shall be restored immediately. Any Member may withdraw from Membership by written notice to the secretary. A Member who withdraws shall not be entitled to any share or part of the association's assets, property, or may not have dues rebated.

Member and Board Meetings are open to all members and associate members who have the right to attend, request copies of minutes and financial reports. Members and associate members shall not distribute such information to non-members.

Market Manager is employed by and answerable directly to the Board of Directors. His/her duties are to: be point of contact for Market Vendors; collect data and fees and other duties as prescribed by the Board; administer Market rules and guidelines; receive written grievances and handle disputes; inspect labels and posted price lists; and see that vendors maintain the physical area of the BRFM in good condition before, during, and after the market. The Manager arrives an hour before the market begins, directs Vendor to their spaces, sets up Market table and materials, and leaves after Market is over and area clean.

Producer/Member conduct. All comments and complaints must be presented in writing to the Market Manager or a Director. These written grievances must be signed by the Vendor and contain an address and telephone number. A grievance will not be handled during business hours. Every Vendor and/or their representative shall at all times be courteous and civil to each other, the public, and the media. No vendor shall, during market hours: discuss BRFM business or policies; interfere with another vendor's rights to conduct business; cause a disturbance, or behave discourteously. Any vendor who behaves in such a way during market hours will, by a decision of the Board, be suspended for a minimum of one week from market attendance. No vendor shall engage in making caustic or anonymous e-mails and telephone calls/messages concerning BRFM or its individual vendors or representatives. No vendor shall represent the BRFM to the public without the permission of the Board of Directors. Consumption of alcoholic beverages, or intoxication is also prohibited in the market. Smoking is not allowed in the Market area. The market manager shall ask any vendor to desist immediately from any inappropriate behavior or infraction of its Guidelines or By-laws. The vendors failure to comply at once shall be the cause of immediate expulsion from the Market and possible termination of membership or participation. The BRFM is relieved and held harmless by the Producer Member from any legal action or loss damage caused by such removal.

for four (4) weeks. A second offense will result in loss of resale privileges for the rest of the season. In addition, noncompliant vendors will be subject to a mandatory inspection of their production area and/or facilities

Vendors may resale value-added items. **They must be locally produced items**, and the main ingredient must be locally produced. They must first be approved by the Board before bringing to the market for sale. Value-added resale items are included in the allotted 20%.

A value-added product is defined as a raw product (plant or animal) grown by the farmer and modified, changed and/or enhanced in order to turn it into another product with a higher net worth.

The following value-added products may also be sold, assuming that Vendors have complied with all applicable state and local regulations; baked goods, canned goods, cheese, preserves, sorghum, maple syrup, cider, meats, dairy products and bottled products, dried flower arrangements, wreaths and wall swatches, braided garlic, painted gourds, dried herbs, sachets, soaps made from home-grown herbs.

Eggs being sold at the BRFM must come from flocks managed by a BRFM member and produced on the member's land. The land, whether leased, owned or rented, must be under exclusive control of the member/producer of the BRFM.

Meat Sales at the Market:

- Meats are defined as: beef, pork, chicken or other fowl, lamb, goat, rabbit, bison, fish or shrimp, or any other meat product the board may deem an addition to the market's variety.
- Meat cuts shall be considered a raw, unprocessed farm product. Processed meat products (sausages, cured meats, patties, lard, etc.) will be considered value-added.
- All meats and livestock which have been produced or purchased by a member of the BRFM shall be on their farm and under their management for a minimum of half the animal's life. In the event the stock was purchased from another producer, BRFM may require the member to allow review of purchase records to verify dates. The land, whether leased, owned or rented, must be under exclusive control of the member/producer of the BRFM
- All meat products (cuts and/or value added) must be slaughtered and processed following state or USDA guidelines in a state or USDA permitted facility. All meat products must have a "safe food handling" label on the package and be sold in the unaltered package it was placed in at the processing facility. Processing plant receipts may be requested for verification of production.
- Vendors selling meat, poultry, or seafood, must obtain a mobile retail permit from the county health department yearly, attach a copy of the permit to the annual market application, and abide by all other State and Federal laws regarding meat sales at Farmers' Markets.

Vendor Applications. To qualify as a Market Vendor, application accompanied by all supporting documents and fees must be made to the market treasurer by March 15th 2013. New market vendors will be selected annually by a majority vote of the Board of Directors as space allows and will be subject to a one season probationary period. At the end of the probation period the board may accept or reject the new member based on adherence to market rules, product quality, and fit for the market. Vendors are individually responsible to pay state taxes, local sales taxes, business fees (as applicable) and any other applicable fees, and pay membership fees by the stated deadline. New member applications are accepted throughout the year and will be reviewed for membership as spaces become available.

Only those items listed on the vendor application may be sold. A confirmation letter will be mailed to each

vendor after acceptance of the application. Vendors must notify the Market in writing of any proposed changes before bringing previously unlisted items to the Market.

Vendor Fees must be paid to the market Treasurer upon application.

Member & Associate Member Fees for the 2014 season are \$150.00. The board has the membership approval to raise the fee an additional \$50.00 for the season if expenses deem it necessary.

An additional \$5 per space fee will be collected from each member for each day in attendance. Double space vendors will pay \$5 for each space. All fees collected will be used for market expenses, ie. payroll for market manager, advertising, postage and office supplies etc.

Vendor Space:

Membership entitles each Vendor to one (1) parking space in the parking lot. Booth space is non-transferable to anyone other than a co-owner or legal partner. A parking space may not be shared with another vendor. The Membership Committee will be responsible for assigning spaces, with final approval by the Board. Priority on space assignments will be based on seniority and attendance at the market. Associate members are allowed one space.

Each Vendor is responsible for staying within his/her allotted space, keeping it attractive and clean during and after the Market, and cleaning up and removing trash at the end of the Market. A farm sign and product prices shall be prominently displayed within the space, and necessary permits and licenses will be available upon request. A Vendor shall be in his/her space 30 minutes before the beginning of the Market and shall remain until the Market closes at 12:00pm. Vendors arriving late or wishing to leave early may carry their products into their space. All Vendors should normally inform the Market Manager by Thursday if they are unable to attend the Saturday Market. All emergency absences should be reported at once to the Market Manager. From April through November no vehicles will be allowed to drive into the lot after 7:30am. All off loading within the lot needs to be done before 7:15.

Vehicles used by the vendor for the sale of produce and other farm-based items shall fit within the confines of a single parking space. Those deemed too long or large for the market will be prohibited. Trailers and other attached means of conveyance should not extend beyond the length of the parking space. Due to limited parking space on the church parking lot, vehicles associated with market vendors or their employees and not being used for sale of produce or other farm-based products must be parked off the church parking lot or at least 1 block away from the market area. The preferred space for Vendor parking is across Bardstown Road in the Baptist Church parking lot next to the firehouse.

A Producer-Member may apply to the Board for a second space. A second space may be purchased only if the member attended the market a minimum of 32 market days out of the 38 week regular market season from the first Saturday in April till the last Saturday before Christmas. A second space must be applied for on the application form due March 1st and must be paid for, in full, by March 15th. There are a maximum of 10 double spaces available to the market in the current season

Each Vendor is responsible for policing trash and litter surrounding his or her own space. At the request of the host church, no items of straw, hay, corn shocks or similar items will be permitted on the premises either for display or sale.

Trash and Recyclables:

The BRFM Market Manager is the only person authorized to place trash or recyclables in the containers placed in the alley. Others may enter the alley with trash/recyclables only if requested by the Market Manager to help with trash disposal.

Each BRFM member is responsible for their booth helpers and employees. They must be certain all employees understand this policy.

Larger items or large quantities of items generated as a result of market activities (cardboard boxes, plastic jugs or bottles, bags of trash, etc...) are the vendors responsibility. These items should be taken with the vendor when leaving the market and disposed of using the vendors' disposal system. Please do not use trash cans on city streets, or trash dumpsters located in other neighborhood alleys or lots.

Inspections:

Farm inspections for any vendor may occur without notice any time during a market season. The Vendor agrees to provide all necessary information for a BRFM inspection on their farm or production location. New members will be required to pay for their initial farm inspection upon acceptance as a market member.

A mandatory one (1) time inspection will be done on each Member and Associate Member's property by an individual(s) appointed by the Board. Thereafter, any Vendor may be inspected randomly when a Member sells products he or she has not listed on application or previously offered for sale or upon request by any Member or Members. Enforcement of the "locally grown" policy covering all market vendors will result in an announced on-site visit to the farm in question by the member who raised the issue, one other board member, and another person appointed by the board. All new vendors will be subject to an inspection and will pay a one-time \$75 inspection fee to defer expenses. A new vendor's membership will be conditional pending a satisfactory inspection and may be cancelled without refund of fees.

Certification or permits:

Vendors must:

- Comply with all applicable local, state and federal regulations
- Submit copies of any applicable certification or permits (commercial kitchen and/or food handlers permits, sampling permit, organic certification, KY sales and use tax permit, etc) with their Vendor Application to the Market Treasurer.

Anyone selling items without proper paperwork will be asked to remove those items from their display and cannot sell them until they provide the paperwork. There will be no exceptions.

Information on approval seal on weighing devices, pesticide applicators permits, organic certification on claimed products, and any other food safety, sanitation, health permits and labeling as required for value-added products is available upon request to the market manager.

House Bill 391, passed in March 2003, allows home processed foods to be sold at farmers' markets, certified roadside stands or straight from the processor's farm. As long as a member abides by the rules and regulations of HB 391 and has provided the market treasurer with a current copy of their permit for home based processors or microprocessors they are allowed to sell their products at the Bardstown Road Farmers' Market.

Committees:

A list of Committees and Committee members will be included with the membership directory. All members are encouraged and invited to participate on committees.

Pricing:

Prices should be based on the cost of production and reflect the quality and freshness of the product. Vendors are asked to be fair and equitable in their pricing.

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**The Original Bardstown Road Farmer's Market, Inc.
2014 By-Laws**

**ARTICLE 1
NAME, LOCATION**

The name of the market is The Original Bardstown Road Farmer's Market, Inc. (herein the "Market") and is a non-profit corporation registered in the Commonwealth of Kentucky. The Market meets in the parking lot of the Bardstown Road Presbyterian Church at 1722 Bardstown Road on Thursday evenings and Saturday mornings.

**ARTICLE II
PURPOSE**

To provide an opportunity for agricultural producers to market high quality products directly to the consumer. To achieve its general purpose, the Market has identified the following specific objectives.

1. To provide marketing opportunities and a support network for local, family farms.
2. To provide consumers with a diverse, high quality selection of local agricultural products.
3. To educate consumers and generate community support of local agriculture.
4. To bring together farmer and consumers into a food community that is self-supporting.

**ARTICLE III
MEMBERSHIP**

Section 1. Qualifications and Privileges

Any persons, including both landlords and tenants in share tenancies, who are producers and processors of agricultural products and who reside in Kentucky or southern Indiana south of Columbus, Indiana may become Members of the market upon annual approval of the Board of Directors and by meeting such conditions as the Board may prescribe Membership entitles the producer to sell at all market days. All members are entitled to receive all mailings and written information distributed by the market.

Section 2. Producer-Members. Farmers who own or operate property where regionally grown products are produced whether on a full or part-time basis shall be considered Producer-Members.

Section 3. Associate Members. Those who do not own or operate property where regionally grown products are produced but whose products contribute to the diversity of the market,. At the discretion of the board, a maximum of 4 spaces may be reserved for associate members.

Section 4. Membership Fee. An annual membership fee of \$400.00 for the season will be collected from each Member and Associate Member. Fees may be paid in one lump sum, or paid in installments over the season as follows:

- Deposit of \$200.00 (\$400.00 for double space vendor) by March 15

- Payment of \$50.00 (\$100.00 for double space vendor) by April 15
- Payment of \$50.00 (\$100.00 for double space) by May 15.
- Payment of \$50.00 (\$100.00) for double space by June 15
- Payment of \$50.00 (\$100.00) for double space by July 15.

Vendor must be current on payments prior to setting up and selling at the market.

Section 5. Cancellation or Refusal of Membership

The Board of Directors may, at anytime, recommend to the membership the cancellation or refusal of membership to any person. The Membership mat, at any time, by two-thirds (2/3) vote, of members present at a special meeting, cancel any Membership or refuse Membership to any person, when, in their judgment, the Market's welfare justifies such action. Failure to pay annual dues or abide the guidelines and by-laws of the market may result in cancellation of membership. Any Member may withdraw by written notice to the secretary. A Member who withdraws shall not have dues rebated.

ARTICLE IV MEETINGS OF THE MEMBERSHIP

Section 1. Annual Meeting. The Annual Meeting of the Member of the Market shall be held within 60 days following the close of the market the previous year, and at a place and time designated by the Board of Directors.

Section 2. Special Meetings. The Board of Directors may call Special Meetings of the Members at any time upon written request of at least 20% of the Members. The request shall state the time, place, and purpose of the meeting. No business shall be transacted at Special Meetings other than referred to in the call.

Section 3. Notice of Meetings. Written or printed notice of every Annual and Special Meeting of the Members shall be prepared and mailed or emailed to the last known address of record of each Member no less than 7 days before the meeting. Notice shall state the objectives, time, and place of the meeting.

Section 4. Voting rights. Only Producer-Members of this Market shall have voting rights. One representative per membership, in good standing, is entitled to one vote and is entitled to take part in and vote at any regular or special meeting of members.

Section 5. Quorums. A simple majority vote of members present at annual meeting. A simple majority of voting Members present at any Membership meeting shall constitute a quorum for purposes of conducting business. If a quorum is present, the majority vote of those voting Members present at the meeting shall constitute the act of the Membership.

ARTICLE V DIRECTORS

Section 1. Number and Qualifications. The Market will have a Board of Directors of nine (9) voting

members. To be eligible to serve as a Director, a Board Member must be a Produce-Member of the Market in good standing, and may not serve concurrently on the Board of Directors of another Market in the area of Kentucky and Southern Indiana south of Columbus, Indiana.

Section 2. Election of Directors. The Market Board of Directors is comprised of the President, Vice President, Secretary, and Treasurer, who will be elected each year at the Annual Meeting, and five additional Members of the Market to make a total of nine board Members. Of these five additional board Members, two will be elected to serve two year terms. In alternating years 3 are elected to serve 2 years. This board is empowered to make executive decisions within the framework of the Market Guidelines on behalf of the Market between Annual Meetings. Meetings of the Board are open to all Members in good standing. Nominations for Director positions will be accepted from the Membership both prior to and during the Annual Meeting. Members in good standing, but unable to attend meeting may submit in writing their willingness to be nominated and to accept officer or board member positions.

Section 3. Board Vacancies. When a vacancy occurs for reasons other the expiration of office, the remaining Directors shall by majority vote fill the vacancy until the next Annual Meeting of Members. A Board Member who misses over 2 meetings may be replaced.

Section 4. Board Meetings. In addition to the meetings mentioned above, Board meetings shall be held not less than 3 times a year at such place as may be designated by the Board. Board meetings may be requested by any Board Member.

Section 5. Special Meetings. A special meeting of the Board of Directors shall be held whenever called by any Officer or the majority of the Board. Any and all business may be transacted at a Special Meeting. Each call for a special meeting shall be in writing, signed by the person or persons making the call, mailed or emailed to the Secretary and shall state the time and place of such a meeting.

Section 6. Powers. The Board of directors shall have general supervision and control of the business and affairs of the Market and shall make all rules and regulations consistent with federal and state laws and consistent with these by-laws for the management of Market business

Section 7. Depository. The Board of Directors shall have the power to select one or more banks to act as depositories of the funds of the market, and to determine the manner of receiving, depositing, and disbursing funds of the Market.

Section 8. Quorum. Quorums for legal Board meetings shall be a least two-thirds of the Board of Directors.

ARTICLE VI OFFICERS

Section 1. Election of Officers. Officers shall be elected at the market's annual business meeting and shall serve a one-year term. Elected officers will assume the responsibilities of the office at the close of the annual meeting.

Section 2. President Duties. The president shall:

- a. Preside over all of the market and Board of Directors meetings.

- b. call special meetings of the Board
- c. develop and distribute an organized agenda, appoint committees, conduct votes as needed, and perform such other duties as may be prescribed by the Board of Directors

Section 3. Vice President. In the absence of the resident, the vice president preside and performs the duties of the president.

Section 4. Secretary. The Secretary shall maintain up-to-date guidelines, membership roster, minutes of meetings, and shall have general charge and supervision of the books and records of the Market. He/she shall sign papers ans authorized or directed by the Board, serve all notices required b law and these by-laws, make a full report of all matters pertaining to his/her office at member meetings, perform such other duties as may be require of him/her by the Board.

Section 5. Treasurer. The treasurer collects fees, pays bills, keeps financial records and membership applications, receives annually all permits and licenses (including sales tax) required by law from the membership, and performs other duties with respect to the finances of the Market as may be prescribed by the Board of Directors.

ARTICLE VII COMMITTEES

The Board of Directors may, in its discretion, appoint such committees as my be necessary.

ARTICLE VIII MARKET MANAGER

Section 1. Definition of Manager Position. A market manager will be employed by the Board of Directors which will define his/her duties and fix his/her compensation. The market manager is answerable directly to the board and shall not be a board member.

Section 2. Duties of the Market Manager. The Market Manager shall: be the point of contact for the market, collect data and fees as prescribed by the board, document grievances by vendor or consumer, determine that all market rules are being followed, and perform other duties as may be requested by the board.

ARTICLE IX FISCAL YEAR

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

ARTICLE X DISSOLUTION

Upon dissolution of the Market, all debts and liabilities of this Association shall first be paid according to their respective priorities. Termination of the market will be determined by the market Board of Directors as deemed necessary.