



## Meigs County Farmers' Market Rules and Regulations – 2019

**Farmers and Third Party Vendors:** Participants will sell produce which they themselves have grown or produced. In addition, third party vendors will be permitted to sell at the Market. Third Party Vendors are defined as local individuals who purchase produce from local farmers and then sell that produce at the Market. Any grower not following these rules can be expelled from selling at the market at the discretion of the Meigs County Farmers Market Board of Directors.

**Products That Can Be Sold:** Sales of fruits, vegetables, meat, eggs, poultry, bedding plants, potted herbs, flowering plants, honey, homemade jams and jellies, fruit butters, apple cider, pale syrup, dried flowers, cut flowers, coffees, and teas, spices and rubs, sauces, animal fibers and yarns primarily from market member flocks/herds, handmade body soaps and lotions, and baked goods are permitted. The seller is responsible for having or obtaining any licenses or permits required by the local Health Department or by the State of Ohio to sell their products.

**Artisan vendors:** All art must be handmade. No assembly art, kit work, yard sale or resale items. If questions arise regarding this, decisions will be made on a case-by-case basis. A jury committee may be implemented to make these decisions. There might be exceptions made, on a case-by-case basis, if there is justifiable reason for making the exception (for example, someone purchases fair-trade items from a foreign country and hopes to resell them in order to boost the economy and help struggling families in a third world country). Vendor coordinator reserves the right to request the removal of any items that do not fit the qualifications of items to be sold. For the 2019 market season, a maximum of ten (10) artisan vendors will be allowed permanent stalls at the market.

**Artisan Booth Buddies:** Artisan vendors will be permitted to have booth buddies. This is a situation where two vendors share the same booth on opposite Saturdays. Both vendors will be permanent vendors. Both vendors will have the option of becoming a Market Member, and each vendor will be responsible for paying one-half of the stall fee (\$50 each). Each Booth Buddy situation will count as one vendor in the 10-vendor artisan limit.

**Food Trucks:** For the 2019 season, a maximum of three (3) food trucks may set up at the market on a given Saturday. The fee for a food truck to set up at the market is \$20 per day. All food trucks must have and be able to show the Market Manager their licensure from the Ohio Department of Health. If a food truck does not have such licensure, they can obtain a temporary license from Dawn Keller of the Meigs County Health Department at 740-992-6626 or by email at dawn.keller@meigs-health.com

**Labeling, licensing & permits:** The seller is responsible for appropriate labeling and obtaining all necessary permits and/or licenses. This is including, but not limited to, proper labeling for Cottage Foods, licenses for home bakeries, and Retail Food Establishment licenses as required. For additional information regarding labeling and license requirements, contact your local extension office. If there are any other questions, please contact the Market Manager or a member of the Board of Directors.

All items sold under the Cottage Foods Laws, as defined in Chapter 3715 of the Ohio Revised Code, foods must be labeled as required for Cottage Food Products. Cottage Food Product information may be found on the ODA website at <http://www.agri.ohio.gov/divs/FoodSafety/foodsafety.aspx?div=foodlawsrules.htm#tog> and <http://www.agri.ohio.gov/divs/FoodSafety/docs/CottageFoodLabeling62012.pdf>

**Quality of Products:** Growers are expected to sell only quality goods. A member of the Farmers Market Board of Directors may, at any time, inspect growers' stand and produce. If the goods are of low grade, the sale of these goods may be prohibited. Lower quality or overripe produce must be labeled as such and may be sold for a discounted price. "Canning" produce must be labeled as such and may be sold for a discounted price.

**Edible Products:** All edible products must be displayed off the ground for sanitation purposes.

**Bakery Items:** All bakery items must be properly wrapped for sanitation purposes.

**Location, Days and Hours of Operation:** The location, days and hours of operation for the Meigs County Farmers Market will be established at the annual meeting.

For the 2019 Market Season, the Market will be held on the Pomeroy levee parking lot on Saturdays from June 1, 2019 through October 26, 2019, 10:00 a.m. until 1:00 p.m. Vendors must set up by the start of market prior to 10:00 a.m. No early sales are permitted prior to 10:00 a.m. with the exception of vegetable, fruit and herb sales to local restaurant chefs or managers. There will be a \$10 penalty assessed to any vendors making early sales other than to restaurant chefs or managers. Vendors must be off the parking lot by 1:30 p.m. There will be a \$25 penalty assessed to any vendors not off the lot by this time.

**Stall Fees, Application and Registration:** New market members must complete the Membership Application Form. Applications will be received on a first-come basis and spaces may be limited. Upon notification of acceptance of membership by the board, or no later than opening day of the market (June 1 for the 2019 season), all vendors must complete a Vendor Registration form and pay their annual stall fee. The stall fee may be paid in full by the first market date, or may be paid in two increments, the first being \$50.00 due by the first market date and \$50.00 due by the first of the following month. Stall fees are non-refundable and are not pro-rated.

**Market Membership Fees:** If a vendor chooses to become a voting member of the Meigs County Farmers Market, a \$25 annual membership fee must be paid in full no later than opening day of the market. Membership dues are non-refundable and are not pro-rated. Vendors who are considered Daily Vendors are not required to become Market Members, but do have the option if they so choose.

**Daily Vendors:** Vendors not reserving a space for the entire season pay a \$15.00 per day stall fee to the Market Manager each day they sell.

**Stall Assignments:** Market members will have spaces assigned and reserved for them on a first-come, first-serve basis as applications are received. Any week that a vendor is unable to attend, he or she is to contact the Market Manager or Artisan Manager as soon as possible, but no later than 8:00 p.m. the evening before the market. No moving vehicles will be permitted in the market area after

9:30 a.m. or before 1:00 p.m. Members arriving at the market after 9:30 a.m. will be admitted only at the discretion of the Market Manager.

**Stall Requirements:** Sales tables, trucks and tents must be confined within the defined sales area. Each space is 10' x 16', adequate for a pick-up truck and table. Anyone desiring more than the 10' width is welcome to purchase an additional space for an additional \$100.00 for the market season if he or she is a member or \$15.00 for daily vendors. No "open trunk" sales will be allowed. All shelters must be self-supporting.

Canopies must fit in a 10 x 10 space, unless otherwise agreed upon. Please keep canopy in line with other canopies in the row, so as not to block view of other vendors or encroach on pedestrian right-of-way. If you do not respect this, you may be asked to move your booth. Canopies must be properly and securely weighed down. If your canopy is not weighed down, you will be asked to weigh it, take it down or leave. If this becomes a repeat problem, you may be asked to forfeit your booth space at the Market, without a refund.

Booth area must be kept clean. Please do not leave your booth unattended. The Market and its Managers, volunteers and Directors will not be responsible for lost or stolen goods.

All sales are to be made from within the assigned stall area. No roaming to solicit sales.

All growers will display a sign stating their farm name and address or city in which they live. Minimum dimensions of the sign will be 8 ½" x 11".

Vendors are responsible for removal of all refuse such as vegetable scraps, husks, silks, signs, containers, etc.

**Vendor Pricing:** Growers will set their own prices and must display them clearly in writing. Growers are encouraged NOT to under-value their products. The consequence of behaviors leading to "price wars" and underselling will be expulsion of a vendor from the market for the remainder of the market season. This will be at the discretion of the Meigs County Farmers Market Board of Directors.

**Insurance:** Growers are encouraged to carry product liability insurance.

**Scale Certification:** Weights and Measures, i.e. scales need to be certified by the county Weights and Measures office. Contact the Meigs County Auditor's Office at 740-992-2698.

**Sales Tax:** In the event a vendor would sell a product on which sales tax is collected, he or she is required to obtain a vendors' license.

**Organic Products:** Growers selling products labeled "ORGANIC" must have appropriate state of Ohio certification and must present a copy of their certification to the Market Manager.

**Personal Conduct:** This is a family-friendly event. All vendors are expected to conduct themselves courteously. Sellers should be neatly dressed. Arguments, harassment, name-calling, profane language and fighting in the Market area will not be tolerated.

**No Smoking Policy:** Smoking of any kind will not be permitted within the boundaries of the market (cigarettes, electronic cigarettes, pipes, cigars, etc.).

**No Pet Policy:** While we all love our pets, for the safety of our vendors and patrons, only service animals will be permitted within the boundaries of the market.

**Rules Violation:** Violation of any of the above Market Rules and Regulations may cause forfeiture of the right to continue as a Market participant. The Market Manager will give verbal notice of a violation to the vendor. The vendor is expected to correct the violation immediately or face possible expulsion from the market.

A market member immediately dismissed for a violation will not be allowed to return to the market unless appropriate assurances are provided to the Market Manager that the problem is resolved. If the problem is not resolved and the member is banned from the market for the remainder of the season, the member will forfeit their stall fee and membership fee for the remainder of the season. Upon review, if such vendor applies for membership for the following market season, they may be approved to return at the discretion of the Market Manger and the Board of Directors

A daily vendor immediately dismissed for a violation will forfeit the day's rental fee and will not be allowed to rent space in the future unless appropriate assurances are provided to the Market Manager that the problem is resolved.

**Dispute Resolution:** By renting a stall at the Market, the vendor agrees to settle disputes that cannot otherwise be resolved by arbitration. This form of dispute resolution will be the sole remedy for resolution of any and all disagreements or disputes arising under or related to the Market Rules and Regulations, the Market's Bylaws, or any membership agreement (including, but not limited to, any statutory or tort claims arising from the relationship between the parties). The arbitration shall be conducted in Meigs County, Ohio, by one neutral arbitrator agreed on by the parties. If the parties cannot agree on an arbitrator, each party shall select and pay for its own arbitrator, and the arbitrators so selected will select an arbitrator to chair the proceedings. The costs of the neutral arbitrator (whether the sole arbitrator or the chairperson of an arbitration panel) will be shared equally by the parties.

Consistent with the expedited nature of arbitration, each party will, upon the written request of the other party, promptly provide the other with copies of documents relevant to the issues raised by any claim or counterclaim on which the producing party may rely in support of or in opposition to any claim or defense. Any dispute regarding discovery, or its relevance or scope, shall be determined by the arbitrator (or chairperson, if a panel), which determination shall be conclusive. Other discovery will not be permitted. All discoveries shall be completed within 60 days following the appointment of the arbitrator(s). The decision and award determined by the arbitration shall be final and binding upon the parties. Judgment upon the arbitration award may be entered and enforced in any court having jurisdiction. The parties agree that any arbitration shall be governed by the Federal Arbitration Act, 9 United States Code §§ 1-16, as now existing or hereinafter amended. These Rules and Regulations shall otherwise be governed by, and construed in accordance with, the laws of the State of Ohio (with the exception of the State of Ohio's conflict of laws statutes or case law).

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2019 Board of Directors

President	Laura Grueser
Vice President	Sam Rife
Secretary/Treasurer	Dixie Hawthorne
Members-at-Large	Maureen Burns
	Alyssa Webb
	Stephanie Rife

2019 Market Manager	Chris Hamm	740-416-5893 or 304-807-7741
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2019 Artisan Manager	Stephanie Rife	740-517-9668
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