**General**

1. The market shall be known as the Boalsburg Farmer’s Market, a producer-only market sponsored by the Boalsburg Farmer’s Market Association.

2. The use of the market is restricted to members.

3. The regular market will operate year-roundeach Tuesday on dates decided by the Association from 2:00 PM to 6:00 PM.

**Producers and Products Allowed**

4. Types of items to be sold are fresh fruits, vegetables, plants, baked goods, eggs, frozen or fresh meats, fresh or dried flowers, handcrafted natural wreaths, maple syrup, honey and honey products, fish, home-canned goods, handmade soap, milk and milk products, crafted beverages and ready-to-eat foods. Any craft items produced for sale should relate in some way to the food items produced by that member and should occupy no more than 25% of the total display area. Members may sell promotional products (t-shirts, mugs, shopping bags) advertising their farm or business. These items may occupy no more than 10% of their total display. The list of items to be sold may be modified at any time upon approval of 2/3 of the association membership.

5. Each member shall sell his/her own products and under no circumstances be permitted to accept products for resale. **All items sold must be grown, prepared, or produced by the market member and/or their immediate family members or employees at their place of business. The resale of items purchased by a member is not permitted and could result in expulsion from the market.** Livestock must be owned and cared for by the vendor for a minimum of ¾ of the animal's life.

6. No member shall have the right to sub-lease, sell, transfer, or permit another person to use his/her market space. No wholesalers or middlemen will be allowed at the market.

7. The term “organic” and “certified naturally grown” can only be used verbally or on written declarations (i.e. signs and labels) onlyif producers are certified by an approved certification program. Producers may use other terms such as “pesticide/chemical free”, “low spray” or non-GMO verbally or on written declarations as long as these claims factually represent the production practices.

**Fees, Insurance and Licensing**

8. Fees for each summer season are determined at the March meeting. Payments aremade to “Boalsburg Farmers’ Market Association” and submitted to the elected treasurer. Members are responsible for making sure that the treasurer receives payment as follows: 50% of total fees prior to opening market day and 50% of total fees prior to the mid-season market day. If a member drops out of the market at any time, he/she is still responsible for paying the market fees in full within one week of dropping out.

9.The Association shall carry $1 million public **liability insurance** on the overall market area to protect the association. Each member is required to carry liability insurance of $1million each occurrence/$2 million aggregate on his/her individual operation’s participation at the marketand shall furnish proof of insurance to the elected secretary each year prior to the first market day each season.

10. All members shall maintain **local and state licenses** required for the sale of their productsand provide same to the elected secretary prior to the start of market.**NOTE: Raw produce/fruit vendors are the only vendors who do *not* require any licenses.**

 **Check with the PA Dept of Agriculture about requirements for your products*.***

**Membership Status and Responsibilities**

11. New members will be accepted upon submission of an application and approval of the membership. Deadline for submission is January 1. New members will be “provisional” until voted to “full member” at the next January meeting.

12. Members must attend 2/3 of the summer season. Members may make a petition of exception to the membership. Acceptable reasons for petition include, but are not limited to, illness and natural disaster. Winter season participation is optional.

13. The January meeting of the Association will be the deadline for the previous year’s market members to indicate whether they will participate in the summer season for the coming year. Winter season participation will be based on seniority and space availability. Participants must voice their intent by September 30th.

 14. Inactive Membership Status: An inactive membership for one year must be applied for by the January meeting of the Association. Any request involving “extenuating circumstances” received after that January meeting must be approved by the membership.

15. Members must attend the 3 yearly market-planning meetings that are held in January, March and November.

16. Members are encouraged to participate in activities that help the Association operate to benefit all members such as volunteering for special committees, helping with sign posting, volunteering to be an Association officer, recruiting market entertainment, etc.

**Market Stand Protocol & Etiquette**

17. Members must pull into their assigned market spaces in a timely manner, but no products shall be sold until 2:00 PM. All members are granted access to their spaces until 1:30 PM. All vendors must stay in their assigned spot until closing at 6:00 PM. No early pull-outs.

18. Each member is to furnish his/her own display and adequate weights to anchor any canopy, umbrella or similar structure to prevent it from blowing out of their market space**. Weights must be affixed at every market, regardless of initial weather conditions*.***

19.Each member shall keep his/her sales space free from refuse during market hours. Empty containers and equipment shall be kept in an orderly manner and confined to his/her market space. Each member shall clean up his/her space after each market.

20.Each member shall remain on his/her own market space when selling his/her products. Sales shall be conducted in an orderly business manner. No shouting or other objectionable means of soliciting trade shall be tolerated.

21. Each member agrees to make his/her stand and products offered for sale as attractive as possible.

22.Each member agrees not to regularly practice distress pricing.

23. Members are asked to contribute tips*,* goods and/or produce each week to be given to the people providing entertainment. These programs attract customers and reduce advertising expenses so, please, be generous.

**Winter Season Market**

Times, set-up and attendance requirements are the same as for summer, with some exceptions due to product types. Winter fees are assessed and collected weekly.

24.Space at the winter season markets shall be allocated as follows: All members in good standing as of November 16th, 2009 are entitled to 8 feet of table space. If, after all interested members as of this datehave been allocated 8 feet of table space, there is space left over, additional members shall be admitted to the winter season in order of seniority, with 8 feet of table space allotted. Extra space available after all interested market members are in attendance shall be allocated by market co-managers or their deputies as fairly as possible.

25. In the event that more than one vendor has equal seniority for the same space, co- managers shall attempt to mediate a mutually agreeable compromise among such vendors. However, if this is not possible, co-managers have the authority to determine admittance based on the best interests of the market, in their judgment.

26. Vendors shall notify co-managers or their deputy of their intent to attend a winter season market no less than 48 hours prior to that market, or risk losing their spot (for that day's market) regardless of seniority.

27. Co-managers or their deputies shall assign a set up and clean up method for equal distribution of responsibilities among members, with member approval.

**Compliance and Grievances**

28. All members of the Boalsburg Farmers’ Market Association agree to abide by these Rules and Regulations.

29. These Rules and Regulations are to be enforced by the market co-managers or their deputies.

30. The market co-managers and association officers, upon direction of the membership, shall have the authority to schedule an inspection of market members’ operations to verify compliance with paragraph 5 of the Rules and Regulations. Refusal to comply shall be interpreted as a violation of the Rules and Regulations, and will result in loss of membership from the Association

31. The Association reserves the right to cancel the privileges of any member whom the membership finds to have willfully violated the Rules and Regulations governing the market.

 32. Any grievances should be reported to the market co-managers or brought to a meeting of the membership. Members who bring grievances have the right to remain anonymous.

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