

VILLAGE OF LeROY FARMERS' MARKET BY-LAWS

1. Name, Location, Dates, and Sponsor

- 1.1. The name of the market is the LeRoy Farmers' Market; hereafter, referred to as either the "Market" or "Farmers' Market".
- 1.2. The Market is located in the general vicinity of the LeRoy Village Garage, LeRoy, Michigan or in another location as determined by the Farmers' Market Committee. Weather permitting it will open in May and close in October. It will operate on Saturday mornings from 9 a.m. – 1:00 p.m.
- 1.3. The Market is operated as a sub-committee of the LeRoy Village Council.

2. Purpose

- 2.1. To provide consumers in LeRoy and surrounding communities with locally grown, fresh, high quality produce and products.
- 2.2. To provide local farmers, producers, and artisans with an economic outlet within the LeRoy area.
- 2.3. To provide the opportunity to preserve the connection between farmer and consumer, and to educate consumers about the benefits of preserving local agriculture and the benefits of using locally produced foods.

3. Farmers' Market Committee

- 3.1. Eight (8) individuals comprise the Farmers' Market Committee, hereafter referred to as the "committee". One (1) of the committee members will serve as chair, one (1) will serve as co-chair, one (1) will serve as treasurer and one (1) will serve as secretary. The Market Master will be a committee member. A member may serve in more than one position. Any committee member who willfully violates these by-laws may be removed from the committee following discussion and vote. These officers shall be elected at the first regular meeting after April 1st. All officers shall serve a term of one year, or until their successors are selected and assume office, except as noted (***) below. All officers shall be eligible for reelection for consecutive terms for the same office.
**The co-chair shall act in the capacity of the chair in his/her absence. In the event the office of chair becomes vacant, the co-chair shall succeed to this office for the unexpired term, and the committee shall select a successor to the office of co-chair for the unexpired term.

3.2. Duties of the chair and co-chair include:

- 3.2.1.** Ensuring each committee member receives advance notice of any meeting.
- 3.2.2.** Presiding at committee meetings.
- 3.2.3.** Appointing individuals to subcommittees, if needed.
- 3.2.4.** Performing duties required of all committee members.

3.3. Duties of the secretary include:

- 3.3.1.** Keeping minutes of all meetings.
- 3.3.2.** Provide a copy of the minutes of each meeting to the village clerk.
- 3.3.3.** Performing duties required of all committee members.

3.4. Duties of the treasurer include:

- 3.4.1.** Pay all invoices.
- 3.4.2.** Depositing funds and ensure the record book is updated weekly.
- 3.4.3.** A statement to the committee and to the village clerk as determined.
- 3.4.4.** Performing duties required of all committee members.

3.5. Duties of the Market Master include: See Paragraph 4 (four) below.

3.6. Duties of all committee members include:

- 3.6.1.** Attending committee meetings to the best of their ability.
- 3.6.2.** Contacting the secretary or a chair prior to a committee meeting if unable to attend.

3.7. A minimum two (2) meetings will be held, one prior to the start of the Market each season and one upon completion of the Market each season. The types of issues that can come before the committee for discussion and vote include, but are not necessarily limited to; setting dates for the Market season, setting fees, electing officers, making purchases, entering into agreements, and terminating the Market.

3.8. Each committee member is allocated one vote. The moderator votes only in case of a tie. With the exception of changes to the by-laws, issues are decided by a majority vote. Any change to the by-laws requires two-thirds of the votes cast.

4. Market Masters

- 4.1.** The Market Master shall receive compensation equal to 50% of each market day's vendor fees.
- 4.2.** The Market Master will arrive a minimum of one-half hour (30 minutes) prior to the opening of the Market in order to supervise vendor set-up. All decisions

during the day that relate to the smooth functioning of the Market belong to the Market Master.

4.3. The specific duties of the Market Master include:

- 4.3.1.** Making sure vendors have a signed agreement that includes the Market rules and hold harmless clause.
- 4.3.2.** Assigning spots to vendors.
- 4.3.3.** Collecting fees at the end of the day and providing receipts to vendors.
- 4.3.4.** Ensuring the Market area is left clean and in order.

4.4. In order to ensure flexibility and a successful Market, the Market Master is allowed up to \$100 (one-hundred dollars) in discretionary spending without the full committee's approval. Discretionary spending should only be used for necessary expenses when time is not available to bring the matter before the full committee. Any discretionary spending will be briefed to the full committee at the next committee meeting. If funds are available the committee will then "reset" the Market Master's discretionary authority back to \$100 (one-hundred dollars).

5. Vendor Rules

- 5.1.** For the benefit of everyone involved with the Market, vendors are required to abide by certain rules. Failure to abide by these rules may result in the suspension or permanent revocation of a vendor's right to participate in the Market.
- 5.2.** Vendors must sign the Vendors' Rules and Hold Harmless Agreement prior to being allowed to sell, preferably before the season starts. If a vendor's product has not changed from the original vendor agreement, the vendor only needs to sign and date the original agreement for the upcoming year.
- 5.3.** Specific rules for vendors:
 - 5.3.1.** Vendors must take away all trash and leave their area clean.
 - 5.3.2.** Vendors must be set-up a minimum of fifteen (15) minutes before the market opens and must leave promptly once it closes.
 - 5.3.3.** Vendors must remain for the full four (4) hours unless totally sold out or have extenuating circumstances, and then may not leave without first notifying the Market Master.
 - 5.3.4.** Vendors must supply their own equipment, i.e. chairs, tables, signs, etc.
 - 5.3.5.** Vendors must stay in their designated space. Displays must not block the view of nearby spaces.
 - 5.3.6.** Electricity is available on a limited basis. Vendors must bring their own heavy duty extension cord and lay in a safe manner.

- 5.3.7.** Vendors must call the Market Master by 7 a.m. on the day of the Market if they cannot make it to the Market.
 - 5.3.8.** The vendor's fee is 7% of each week's sales.
 - 5.3.9.** A vendor may pay in advance for the season in which case the fee is reduced to \$10 per week.
 - 5.3.10.** Vendors must clearly post prices and use a legal scale.
 - 5.3.11.** More than one vendor can carry the same produce.
 - 5.3.12.** In following years, prior vendors will be given first choice of locations over new vendors.
 - 5.3.13.** Smoking, alcohol, and pets are not allowed.
 - 5.3.14.** Two vendors may share a stand.
 - 5.3.15.** Complaints may be made to the Market Master verbally or in writing and the Market Master will respond verbally or in writing as seems appropriate for the situation. It is expected that common courtesy will always prevail. If there are a number of violations or one of a very serious nature, the offender may be asked to make restitution, leave the market, or both.
 - 5.3.16.** Vendors may come from as far away as one-hundred (100) miles.
 - 5.3.17.** Vendors are responsible for their own sales tax and any permits required by local, state, and federal governments.
 - 5.3.18.** Vendors are responsible for complying with all local, state, and federal laws.
- 5.4.** In rare instances a new vendor may be disallowed from selling at the Market. Reasons to disallow a new vendor include, but are not limited to; insufficient space or customers, excess supply of products, or a failure to meet criteria set forth in these by-laws. When possible the decision to disallow a new vendor will be made by the committee; however, the Market Master will make this decision if the new vendor arrives on Market day. The Market Master should inform a committee co-chair of any decisions involving vendors not being allowed to sell at the Market.

6. Products

- 6.1.** All items must be home produced. This includes arts and craft items.
 - 6.1.1.** No manufactured or factory made items may be sold unless the materials come from a farm, such as wool socks, fleece, etc.
 - 6.1.2.** All food shall be clean, wholesome, safe for human consumption and shall be handled, stored, transported, and offered for sale in a sanitary manner. Further information can be obtained from the local health department.
- 6.2.** For health reasons, no fresh meat or dressed poultry may be sold at the market, but meat that is frozen and has been slaughtered and packaged at a USDA approved facility is allowed. The meat to be sold must be in a container that maintains its frozen condition.

- 6.3. Vendors preparing food on site must contact the District Health Department #10A (231-839-7167) to secure a Temporary Food License.
- 6.4. Plants and cut flowers are allowed as well as eggs, jams and jellies, maple syrup, and cider, and baked goods as long as all the proper health laws are abided by.
- 6.5. Vendors must have an approved seal on weighing devices, pesticide licensing and safe use, organic certification for claimed products, proper labeling for products such as eggs, and state sales tax collected, as required.

7. Product Source

- 7.1. All products displayed must be produced by the vendor who sells them. Violation of this source restriction can result in a vendor's expulsion from the Market and forfeiture of fees paid. The only exception to this rule is bringing produce from a neighbor who has a little extra, has signed a vendor's agreement and agrees to a product verification visit.
- 7.2. A product verification inspection, 'vendor visit', is required prior to initial sales at the Market and whenever a vendor wants to add a new class of product at their stand. A new class of product shall be understood to mean, for example; live annuals, live perennials, food produced in a licensed kitchen, cottage foods, vegetables and/or fruit, dairy, craft items, eggs, meats, honey and/or syrup, etc.

8. Termination

- 8.1. The Market will terminate when there are less than two (2) active members.

Adopted by the LeRoy Farmers' Market Committee: May 10, 2011