

Chillicothe Farmers Market Rules and Regulations – 2009

What Can Be Sold

1. PARTICIPANTS WILL SELL PRODUCE WHICH THEY THEMSELVES HAVE GROWN or produced. Chillicothe Farmers Market Association Members will be allowed to sell a percentage (not greater than 50% daily) of produce provided by other growers. Daily vendors of the association shall sell only those items which they produce (100%). No produce from out of the state of Ohio may be sold! The market reserves the right to visit the site of production in order to assure compliance with this market rule. Any grower not following these rules can be expelled from selling at the market at the discretion of the Chillicothe Farmers Market Executive Committee. Sales of meat, eggs, poultry, bedding plants, potted herbs, flowering plants, honey, homemade jams and jellies, apple cider, maple syrup, dried flowers, cut flowers, and baked goods are permitted. The seller is responsible for appropriate labeling and obtaining necessary permits or licenses. If there are questions contact the Market Manager of the Chillicothe Farmers Market.

Items approved for sale are “horticultural products, produce, meat, eggs, and edible baked and canned goods approved to be sold at farmers markets in the state of Ohio.”

Crafts, except those made *primarily* from the vendors products & comprising less than 10% of their stand, are not to be sold. (For example, someone who grew and sold flowers as their product, could bring fresh & dried flowers to market, but wreaths made from those dried flowers could compose no more than 10% of their inventory at market.)

A fact sheet regarding what currently can be sold at farmers markets in Ohio from the Ohio Department of Agriculture accompanies these rules and regulations.

2. All food must be labeled as required for Cottage Food Products - described in the attached fact sheet from the Ohio Department of Agriculture.
3. Growers are expected to sell only quality goods. A member of the Farmers Market Executive Committee 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 can be sold for a discounted price.
4. All edible products must be displayed off the ground for sanitation purposes.

Location, Days and Hours of Operation

5. The location, days and hours of operation for the Chillicothe Farmers Market will be established at the annual meeting.

For the 2008 Market Season, the Market will be held at the Ross County Service Center in the parking lot and days and hours of operation will be: every Saturday from **May 2, 2009** through **October 10,**

2009, 8 a.m. until noon. Vendors are encouraged to set up by the start of market. Sales can begin immediately upon set up by the grower.

Reservations and Spaces

6. Association members must complete the Membership Application Form and pay \$100.00 dues by June 1, 2009. Dues are not refundable. Non-members must pay \$20.00 per day to the market manager each day they sell.
7. Association 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 by Wednesday of the week preceding the market date.
8. Sales tables, trucks and tents must be confined within the defined sales area. Each space is 10' x 25', 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 \$ 20 for daily vendors. No "open trunk" sales will be allowed. No stakes can be driven into the ground and all shelters must be self-supporting.
9. 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 Chillicothe Farmers Market Executive Committee.
10. 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 inches by 11 inches.
11. Growers are encouraged to carry product liability insurance.
12. Growers are responsible for removal of all refuse such as vegetable scraps, husks, silks, signs, containers, etc. Growers are required to clean their spaces when they are finished for the day.
13. Weights and Measures, i.e. scales need to be certified by the county Weights and Measures office. Contact the Ross County Auditor's Office at 702-3080.
14. 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.
15. Growers selling products labeled "ORGANIC" must have appropriate state of Ohio certification and must present a copy of their certification to the market manager.
16. 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 grower. The vendor is expected to correct the violation immediately or face expulsion from the market.

17. 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.
18. To protect the safety of the public as well as the integrity of the Market, the Market Manager has the discretion and authority to immediately dismiss any vendor from the Market area, whether an Association member or a daily vendor, for violations of these Rules and Regulations. 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.

Members in violation of Market Rules and Regulations and the Association's Bylaws or any other membership agreement will be given a verbal warning by the Market Manager at the time of dismissal or, if the violation does not warrant immediate dismissal, at the time the violation becomes known to the Market Master. If the violation has not been cured by the next market day (one week later), the Market Manager will give the member a written warning detailing the violation, action required to cure the violation, and stating the violation must be cured by the next market day (one week later). If the violation remains uncured, the Board of Directors will notify the erring member in writing of a hearing date before the Board, which date shall be no more than twenty-one (21) days from the date notice is given. The member may represent himself or be represented by counsel. The Board's decision shall be made by the vote prescribed in the Bylaws.

19. 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 Association'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 Ross 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 discovery 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).