

Rochester Farmers Market Association

Rules

February 2023

1) Market Organizer and Sponsor

- a) Rochester Farmers Markets (RFM) are a project of the Rochester Farmers Market Association (RFMA or the Association), seeking to support sustainable agriculture and the family farm by providing farmers with a well-organized retail marketplace, supporting local access to quality farm products, and strengthening ties between the family farm and the community.
- b) The Market Rules exist to facilitate the goals of the Association and provide a “level playing field” for all vendors, while providing for the continued health and growth of the RFM.

2) Membership and Market Organization

- a) As described in the Bylaws, Members elect a Board of Directors to provide governance to the organization. The Board of Directors hires a Market Manager to provide day-to-day management of farmers market business and enforcement of the Market Rules.

3) Market Manager

- a) The Market Manager and Assistant Market Manager(s) are hired by the Association’s Board of Directors in accordance with Association Bylaws.
- b) The Market Manager and Assistant Market Manager(s) are responsible for overseeing the activities of the Market and enforcing the Market Rules when necessary.
- c) Vendors agree to follow the directives of the Market Manager and Assistant Market Manager(s).

4) Types of Vendors and Length of Market

- a) The summer farmers market season opens on the first Saturday in May and closes on the last Saturday in October. The Board may have the option to determine feasibility and run a winter farmers market from November through April, and/or additional satellite farmers markets throughout the year. Feasibility shall be determined by assessment of member interest and economic sustainability.
- b) Permanent vendors are annual stallholders who rent their stall(s) for the entire summer market season.
- c) Temporary, Probationary, and Concession vendors rent stalls on a per-Saturday basis.

5) Vendors Agree to Follow the Rules

- a) By renting a stall at the RFM, vendors agree to abide by the rules of the Market and the Association in good faith, as well as applicable laws.
- b) All vendors must sign an affidavit that they have read, understood, and agree to abide by the RFMA Rules.

6) Definitions

- a) Allowed Items – Items that may be sold or distributed at the RFM without regulation beyond that which is provided by government rules.
- b) Carrying – Selling or distributing products that did not originate with the vendor’s operation.
- c) Contracted Crops – Crops grown by a producer who is not a vendor, on land owned by an entity other than a vendor, or under an agreement or contract in which the vendor pays for the crop.

- d) Craft – A non-living, decorative or functional item that is changed, modified, or requires extra work beyond the raw product.
- e) Employee/Hired Labor – Person providing labor or services for a vendor’s operation who receives pay or other compensation that is reported on a W-2 or 1099.
- f) Non-allowed Items – Items that may not be sold or distributed at the RFM.
- g) Regulated Items – Items that may be sold or distributed at the RFM if certain provisions are met.
- h) Rented/Leased Land or Property – Land or property owned by an entity other than the vendor for which the vendor makes periodic payments for its use.
- i) Space – Stalls are defined as the area between the white lines of a vendor’s rented spaces and a reasonable distance in front of those lines (or such distance as is defined in these Rules).
- j) Stall – One or more spaces rented by a single vendor.
- k) Vendor – Any entity, or agent of any entity, providing goods by occupying a stall at the RFM. No space shall be rented or subleased to political candidates or special interest groups for disbursement of materials or information.
 - i) Permanent Vendor – A vendor who rents his/her stall for the entire market season and may choose not to attend on any date while retaining his/her stall. Summer Saturday permanent vendors are voting members of the RFMA.
 - ii) Temporary Vendor – A vendor who applies prior to the annual temporary vendor meeting and may request to attend any market. Available spots are assigned to temporary vendors in order of seniority (date earliest consecutive application was received).
 - iii) Probationary Vendor – A vendor who applies after the annual temporary vendor meeting and may request to attend any market. Available spots are assigned to probationary vendors in order of seniority (date application was received).
 - iv) Concession Vendor – A vendor who sells foods for immediate consumption that are cooked/prepared during the market hours. Approved concession vendors may request to attend any market.

7) Who May Sell and What May be Sold

- a) To sell at the Market, a vendor must meet the following qualifications:
 - i) Have an approved vendor application on file for the current year and have paid the required fees.
 - ii) Live and raise their products within a 50-mile radius of Rochester, Minnesota.
 - (1) Vendor must submit a copy of rental/lease agreement for each parcel of rented/leased land with vendor’s application. Location of rented/leased land must be noted on agreement. Orchards, vineyards or other perennial cropland must be rented/leased for one year prior to sales.
 - iii) Products must be raised by the vendor, his/her family, and vendor’s employees/hired labor.
- b) What May Be Sold
 - i) Allowed Items
 - (1) The following items are generally allowed at the Market: fruits, vegetables, nuts, herbs, food grains, fresh-cut flowers and woody ornamental bunches, eggs, honey, maple syrup, sorghum, and
 - (2) Bedding plants or nursery stock started from seed or raised by the grower for 45 days or more.
 - ii) Regulated Items

- (1) Food items not listed in 7.b.i may be sold only at the discretion of the Board of Directors.
 - (a) Approval must be received prior to selling regulated items.
- (2) All meat, poultry and fish products sold at the market must be 100% from animals or fish raised by the farmer/producer.
 - (a) Exception: The primary ingredient in sausage or other value-added products must be grower-originated.
 - (b) Meat, poultry, and fish must be housed and fed on the vendor's farm or approved leased land for a minimum duration before harvesting/producing, as follows:
 - (i) Poultry: 28 days (egg layers are exempt)
 - (ii) Lamb/Goat/Deer: 90 days
 - (iii) Hogs/Boars/Fish: 120 days
 - (iv) Beef/Bison/Elk: 240 days
 - (c) Meat processing may be conducted by a third party as required by health department regulations provided that the processor can ensure that it is the vendor's own animals which are sold as product.
- (3) Dairy products produced by the vendor may be value-added commercially. The value-added product must contain at least 90% raw components produced by the vendor on his farm.
- (4) Crafts may be sold at the Market subject to the following qualifications and regulations:
 - (a) Crafts must be approved by the Board of Directors prior to sale.
 - (i) Crafts must be judged to be of good quality.
 - (ii) Approval must be received for each specific type of item sold.
 - (iii) Examples of crafts include, but are not limited to: wreaths, anything made from wood, garlic braids, dried flowers, soaps, yarn, sheepskins, candles, antlers, knit goods.
 - (b) Crafts must be produced substantially from farm-grown or farm-raised components.
 - (i) The components that differentiate the craft from a commercial product must be produced by the vendor as part of the vendor's operation.
 - (c) Crafts may not be the sole item sold.
- (5) Jams and jellies may be sold if the vendor produces the main ingredient(s) produces the product, and meets the Minnesota State regulations for display, labeling, and production.
- (6) Canned goods may be sold if the vendor produces the main ingredient(s), produces the product, and meets the Minnesota State regulations for display, labeling, and production.
- (7) Baked goods may be sold only if the vendor sells other products that are grown or raised on their farm.
 - (a) Exception: If some ingredients of the baked goods are raised by the vendor, the vendor is not required to sell other products.
 - (b) Baked goods must be produced by the vendor without the use of purchased pre-made dough, batters, crusts, dry ingredient mixes, frostings, or fillings. Ingredients such as fats, oils, leavening, and salt must be added by the vendor. An ingredient list and receipts for ingredients must be kept on file and made available to the Board upon request.

- (c) All baked goods must meet Minnesota State regulations for display, labeling, and production.
- (8) Artwork, including but not limited to paintings, drawings, sculpture, photography, weaving, published writings, may be sold at market subject to the following qualifications and restrictions:
 - (a) all items must be approved by Board;
 - (b) art must not be the only item sold and is limited to 25% of the booth's display.
- (9) Promotional items such as t-shirts, hats, totes, recipe books, etc. that carry the farm's logo or name can be sold subject to the following qualifications and restrictions:
 - (a) all items must be approved by Board;
 - (b) promotional items must not be the only item sold and are limited to 10% of the booth's display.

iii) Food Concessions are ready-to-eat foods that are prepared partially or entirely at market. The RFMA Board of Directors will consider admittance of a limited number (not to exceed 5) of food concession stands on a case-by-case basis. Concessions will be allowed by vendors who comply with the following requirements:

- (a) Menus must be approved by the Board of Directors. Products must be made primarily from the farmer/producer's own produce, dairy, meats, and cheeses, or made primarily from ingredients purchased from RFM farmers/growers. All concession vendors should be familiar with what is at market and adjust their offerings to reflect what is seasonal.
- (b) Process and equipment must meet all standards set out by Olmsted County Public Health Services and/or the Minnesota Department of Agriculture. Vendors are responsible for researching and acquiring appropriate licensing, permits, and liability insurance for their products and ensuring products are prepared and served safely.
- (c) Copies of any required permits/licenses must be submitted to RFMA.

iv) Non-allowed Items

- (1) Items not allowed by the Olmsted County Public Health Department or Minnesota Department of Agriculture.
- (2) Vendors may not carry or sell products that did not originate with their operation.
 - (a) Any products grown as contracted crops are non-allowed.
 - (b) Vendors may not sell products produced by other vendors.
 - (c) Producer cooperatives are considered to be carrying and are not permitted to sell at market.

8) Variances

- a) Variances to RFMA Rules will be considered by the Board of Directors on a case-by-case basis, provided advance notice is given.
- b) Any variances granted by the Board of Directors must be included on the annual vendor application, including what the variance is; when approval was granted; and any circumstances surrounding the approval that may assist the Board in determining eligibility/grandfathering of each variance.

9) Criteria for Selecting Vendors

- a) Vendor applications will be considered on a first-come, first-served basis, on the merits of the application. RFMA does not discriminate on the basis of race, color, national origin, age, disability, religion, or sex (including pregnancy, sexual orientation, and gender identity).

10) Vendor's Rights and Changes in Ownership

- a) Permanent vendors are annual stallholders that rent a designated stall and pay the annual fee in advance.

- b) Permanent vendors have the right to renew the lease on a stall used the previous year.
- c) A stall shall not be sublet by a stallholder.
- d) Vendors may not sell items at more than one location at the Farmers Market. The spaces occupied by a member must be adjacent.
- e) Seniority: Vendor seniority is used to make decisions at the market whenever two or more vendors wish to occupy the same space.
 - i) Permanent vendor seniority is determined by the duration of consecutive permanent status where the vendor rents and occupies at least one market stall during at least one weekend or is on a Board-approved sabbatical. This duration is defined beginning at the date of conversion to permanent status. Permanent vendors have greater seniority than temporary vendors.
 - ii) Temporary vendor seniority is determined by the date of the first Board-approved vendor application submitted to the Market, provided that consecutive applications have been submitted annually since that date. Seniority for returning temporary vendors who have not consecutively submitted an annual application will be adjusted according to the most recent submission date.
- f) Stall Requests: Requests to become a permanent vendor, move to a different location, or add an additional space (up to 3 total) will be submitted to the Market Manager, in writing and dated, and facilitated by the Board of Directors.
 - i) Permanent vendors with active requests will be given first priority when assigning vacant spaces.
 - ii) After vacant spaces are offered to permanent vendors with active requests, temporary vendors will be given by seniority the opportunity to rent annual stalls (become permanent) starting in one space.
 - iii) A temporary vendor who converts to permanent status shall owe the remaining balance up to the current year's annual stallholder fee. If the amount paid exceeds the annual stallholder fee, no refund will be processed.
 - iv) Vacant electrical stalls will first be assigned, based on seniority, to those vendors requiring power.
- g) Sabbaticals and Absences: Any permanent vendor in good standing and a member for at least three years, will be granted, on written request to the Board, sabbatical leave for as long as one full season. The vendor's seniority and stall spaces are retained. Stall fees shall be paid in full. Sabbaticals will not be granted in consecutive years.
 - i) Any permanent vendor who has not occupied a stall or stalls on at least one Saturday during one full Market season will, without a sabbatical request on file for that season, forfeit the right to renew the lease on his/her stall or stalls in subsequent years and must request an application to re-apply as a temporary vendor in order to sell at the Market again.
 - ii) Any temporary vendor who has not occupied a stall on at least one Saturday during one full Market season will forfeit his/her claim to seniority and must request an application to re-apply in subsequent years.
 - iii) In extenuating circumstances, the Board may make a determination to hold a vendor's stall or reduce stall fee payment.
- h) Permanent vendors wishing to leave the Market or convert to temporary status will still owe stall fees in full for the current season. No refund will be processed. If such a conversion is made, the vendor agrees to forfeit the right to renew the lease on his/her stall in subsequent years and must request an application to re-apply as a temporary vendor in order to sell at the Market again.

11) Farm Inspections

- a) Representatives of the Market shall have the right to conduct inspection(s) of the production areas of those products sold by a vendor at the Market.
 - i) Vendors will be notified at least 10 business days prior to annual or other scheduled inspections.
 - ii) No vendor notification is necessary prior to inspections made due to an alleged production violation.
 - iii) An inspection may include ownership information and any other information relevant to determining product legitimacy.
 - (1) Vendors bear responsibility for identifying locations where each item sold at Market is produced. This may include physical address, legal descriptions, maps, etc.
 - (2) In the event that a vendor's production comes into question, the vendor bears responsibility for demonstrating that he/she is meeting this requirement.
 - iv) Failure to allow such an inspection will constitute a violation of Market Rules.
- b) Inspections may be conducted by the Market Manager or the Board of Directors may hire a third-party inspector(s) who has knowledge in production agriculture and/or horticulture.
- c) Fees for inspections will be assessed as a portion of the membership fee.
- d) Inspector(s) will assess and document vendor's production.
 - i) Time of inspection will be concurrent with vendor's season of production.
 - ii) Standardized report form for each vendor will be filed with Market Manager.
 - iii) In the event an inspector suspects a production violation, he/she will notify the Board of Directors.
 - (1) Within 10 business days of notification, another inspection will be conducted with at least one Board member present.
- e) Frequency of inspections will be as follows:
 - i) All vendors will be inspected following Board acceptance of an initial vendor application, either permanent or temporary, prior to the vendor selling at market. Thereafter, inspections will be held once every three years.
 - ii) In the case of alleged production violations, inspections will be made within 10 days of Market Manager's receipt of complaint. If the vendor does not comply with an onsite inspection, he/she will be suspended for the remainder of the Market season and will forfeit all stall fees paid for that season.

12) Applications Process and Fees

- a) Vendors must submit an application annually to the Board of Directors.
 - i) An application must be approved before a vendor is allowed to sell at the Market.
 - ii) First-year temporary vendors must comply with a farm inspection during their first season at Market, and subsequently be approved for continuing to sell their products at the RFM.
 - iii) All rules pertaining to allowable and non-allowable products, reselling (carrying), and applicable state and local regulations will be considered in the Board's assessment of the annual application.
- b) An annual membership fee of \$25.00 must be submitted with application.
- c) Stall fees for the summer Saturday Market shall be charged at the following rates:
 - i) Permanent rental:
 - (1) \$325.00 for one space.

- (2) \$650.00 for two spaces.
- (3) \$975.00 for three spaces.
- (4) No vendor may occupy more than three spaces.

ii) Temporary rental:

- (1) \$50.00 per Saturday
- (2) With a cap of \$450.00 per season.

iii) Probationary rental:

- (1) \$60.00 per Saturday
- (2) With a cap of \$600.00 per season.
- (3) In addition to the RFMA membership fee, an administration fee of \$15.00 must be paid in full before the vendor may sell at Market.

iv) Concession rental:

- (1) \$75.00 per Saturday
- (2) With a cap of \$1,800.00 per season.

- v) Vendors have the opportunity to rent an adjacent stall, if available, for an additional \$15 per stall per Saturday; not to exceed 3 stalls. Extra stall rental fees do not apply toward any cap amount.

d) Stall fees for winter and mid-week markets will be set by the Board of Directors.

e) All applications and fees are due by the annual membership meeting. If desired, a vendor may submit two half payment checks with a note to hold one until May 1 and the other until July 1.

13) Rule and Law Compliance and Product Safety

- a) Vendors must comply with applicable federal, state and local regulations and food safety requirements.
- b) Vendors bear sole responsibility for complying with applicable regulations.
- c) It is the responsibility of individual vendors to obtain and maintain the necessary documents and permits for their mode of doing business.
- d) Vendors must ensure best practices for safe sampling and sale of their products.

14) Market Operation

a) Stalls

- i) Stalls are defined as the area between the white lines of a vendor's rented spaces and a reasonable distance in front of those lines.
- ii) All dimensions of stalls must be obeyed. No merchandise may be placed on or beyond boundary lines.
- iii) An adequate corridor between rows must be maintained at all times.
- iv) Any conflicts concerning boundaries shall be brought to the attention of the Market Manager/Assistant Manager.
- v) Vendors are responsible for reasonable cleanup of their stalls each week including cleanup of any refuse, produce waste, or plant materials.
- vi) Vendors must provide their own tables, scales, etc.

- vii) Vendors must provide signage at their stalls that clearly identifies their farms and/or names, and the location of their operation.
- viii) Permanent vendors must let the Market Manager know in advance, by 7 pm on the day before each Market – by telephone, email, or in person – when they do not intend to be at the Market, so that the Market Manager may rent unoccupied stalls to temporary and probationary vendors. Failure to do so will result in a \$5 penalty, second offense- \$10 penalty, and third offence- \$50 penalty. A vendor’s eligibility to attend a market will be suspended until penalty fees have been paid in full. In emergency situations, the Market Manager may decide to waive the fee.
- ix) Only one vendor may occupy a designated stall or stalls.

b) Open Hours

- i) Vendors are expected to stay for the duration of the market except in the event of an emergency or approval by the Market Manager.
 - (1) The summer Market is open from 7:30 a.m. to 12:00 noon, Saturdays.
 - (2) The midweek market shall be open as scheduled regardless of weather conditions.
- ii) Vehicles may not move in the Saturday Summer Market between 7:15 am and 12:15 pm; and, between 8:30 am and 12:15pm at the Winter Market. If vendors have permission from the Market Manager to leave early or arrive late, they must not drive in the Market area, nor impede customer movement/parking.
- c) Vendors may not park in the lots adjoining the Market vending area, unless they have a special circumstance cleared in advance with the Market Manager or Board of Directors. The adjoining lots directly to the east and west of the Market vending area are considered customer parking lots.
- d) Vendors having a stall at the RFM will not simultaneously operate a stall in another Growers/Farmers Market in Rochester.
- e) Vendors may not “call out” or “hawk” their products.
- f) RFM will be a smoke free environment, including all vendor and market areas.

15) Enforcement Process

- a) Each vendor is responsible for reading and understanding the rules.
 - i) Vendors must retain their copies of the rules for the applicable year.
- b) Violations of the rules or concerns will be reported to the Market Manager.
 - i) The Market Manager will provide a form to the complainant to make a written notice of their complaint. The Market Manager may also initiate a complaint.
 - (1) Complaints may not be made anonymously, but the identity of the complainant will be withheld from the subject of the complaint.
 - (2) Notice of the complaint will be made in writing to the subject of the complaint as soon as practicable, along with notice of whether the complaint comprises a violation of the rules or a warning.
 - (3) Subject of complaint will have opportunity to address the Board regarding complaint.
 - (4) The Market Manager will give the Board a copy of all complaints along with the report of action taken.
 - ii) The Board may by unanimous consent dismiss frivolous complaints.

- c) Loss of Rights
 - i) A vendor found to be violating the Market Rules may:
 - (1) Lose the right to sell at the Market for the remainder of the Market season and forfeit all stall fees paid for that season.
 - (2) Lose the right, in any following seasons, to renew the lease on a stall location used the year of suspension.
 - (3) Lose all claims to seniority at the Market.
 - (4) Lose the right to sell at any market sponsored by the RFMA.
 - ii) Three Strikes: If a vendor commits three violations in the course of a market season, that vendor may, at the discretion of the Board of Directors, lose all rights and seniority as described above.
 - iii) The Board of Directors may determine that an incident or action by a vendor comprises a *gross* violation of the rules, in which case the “three strikes” approach may be surpassed, and that vendor may, at the discretion of the Board of Directors, lose all rights and seniority as described above. Examples may include:
 - (1) A vendor who threatens another vendor, staff, or customers, creates a loud argument or scene, or acts in an unprofessional manner towards customers, staff, or other vendors.
 - (2) A vendor who endangers merchandise, customers, or other vendors by their actions or negligence.
 - (3) A vendor who is found to be carrying or selling products that did not originate with his/her operation.
 - iv) A vendor’s suspension will be reviewed at the end of the season of suspension, and the Board of Directors will determine the vendor’s rights for any following seasons:
- d) Right to Appeal: Any vendor whose vending and membership rights have been terminated may appeal the determination.
 - i) The vendor will have 14 days from the date of receipt of the written determination to file a written appeal with the Market Manager.
 - ii) The Market Board will hear the appeal within ten business days of the Market Manager’s receipt of the vendor’s appeal request.
 - iii) Vendor will be allowed to sell during the appeal process.
- e) In no event shall any person be entitled to recover damages from the Market for being denied vending privileges based on a good faith enforcement of the Market rules.

16) Hold Harmless and Indemnification

- a) All vendors participating in the Farmers Market shall be individually and severally liable to the RFMA for any loss, personal injury, deaths, and/or any other damage that may occur as a result of the vendor’s actions or sales, or that of its servants, agents, and employees, and all vendors hereby agree to indemnify and save the RFMA harmless from any loss, cost, damages, and other expenses, including attorneys’ fees, suffered or incurred by the RFMA by reasons of the vendors’ actions or sales, or that of its servants, agents and employees; provided that the vendors shall not be responsible nor required to indemnify the RFMA for negligence of the City, its servants, agents or employees. No insurance is provided by the RFMA to participants in the farmers market.

17) Other Provisions.

- a) Vendors must guarantee customer satisfaction for all goods sold.
- b) Vendors must behave in a manner that promotes the advancement of the RFM. Our customers should enjoy a positive visit.
 - i) Treat other vendors as well as customers with respect.
 - ii) Don't complain about other vendors or market policy in front of customers. Handle complaints according to market bylaws/rules.
 - iii) Don't interfere with other vendors' business.
 - iv) Confine your business to your stall.
 - v) Help customers find what they are looking for even if you do not sell that product.
 - vi) Vendors should not make false claims about their products.
 - vii) Encourage fellowship and communication among all vendors. Customers will appreciate a friendly, cooperative atmosphere.
 - viii) Obey the Bylaws and Rules.
 - ix) Operate with integrity.

Rochester Farmers Market Association

Bylaws

February 2023

1. Name
 - 1.1. The name of the Corporation shall be Rochester Farmers Market Association (RFMA or the Association).
2. Mission
 - 2.1. Vision and Mission
 - 2.1.1. Vision: A healthy community that supports sustainable agriculture and the family farm
 - 2.1.2. Mission: To provide and promote local access to high quality farm products by sponsoring a thriving retail marketplace.
 - 2.2. The primary purposes of the RFMA shall be:
 - 2.2.1. to provide a supportive public voice for the sustainable growth of direct farm marketing;
 - 2.2.2. to bring the quality of the farm directly to the consumer by promoting local agricultural products;
 - 2.2.3. to provide a friendly and respectful environment, and an organized structure for communication between farmers and customers;
 - 2.2.4. to support the development of the local economy;
 - 2.2.5. to directly support the agricultural efforts of the community, and;
 - 2.2.6. to create and sustain a “Sense of Place” for community members, vendors and staff through outreach, education, events, shared values, and customer service and appreciation.
 - 2.3. Guiding Principles
 - 2.3.1. The decisions and actions of the RFMA and the Board are guided by the principles of integrity, responsiveness to customer, respect for people, community commitment, diversity, access to high quality products, locally grown and “a growers market.”
3. Membership
 - 3.1. Membership Definition. A Member is a single business entity (such as a sole proprietorship, partnership, or corporation) which meets the following criteria:
 - 3.1.1. Substantially shares assets, liabilities, and taxes, and operates under one Tax Identification Number;
 - 3.1.2. Has purchased at least one annual (permanent) stall in the current year in the summer Saturday market;
 - 3.1.3. Agrees to abide by the rules and regulations of the Association; and
 - 3.1.4. Has made application and been accepted by the Board of Directors.
 - 3.1.5. A membership list will be maintained and made available to members only.
 - 3.2. Voting Rights of Membership. At every meeting of Members, each Member of the Association shall be entitled to vote in person, or by signed proxy. Each Member of the RFMA shall be entitled to one (1) vote.
 - 3.3. Termination of Membership
 - 3.3.1. The Board of Directors, by affirmative vote of two-thirds of the members of the Board, may suspend or expel a member for cause after an appropriate hearing.

3.3.2. The Board of Directors may also, by a majority vote of those present at any regularly constituted meeting, terminate membership of any member who becomes ineligible for membership, or suspend or expel any member who shall be in default in the payment of dues.

3.4. Transfer of Membership. Membership is not transferable or assignable, with the exception that:

3.4.1.1. In the case of the transfer of business ownership, membership in the Association remains with the business provided that the change in business ownership involves substantial transfer of assets, liabilities, markets, and identity.

4. Board of Directors

4.1. Directive. The primary focus of all decision-making for members serving on the Board of Directors shall be for the benefit, longevity and success of the RFMA. It shall be the duty of the Directors to:

4.1.1. Represent the Association between Association meetings;

4.1.2. Perform all duties imposed on them collectively or individually by law, by the Articles of Incorporation, or by these Bylaws;

4.1.3. Appoint and remove, employ and discharge, and, except as otherwise provided in these Bylaws, officers, agents, and employees of the Association;

4.1.3.1. Compensation for the duties performed by the officers, agents, and employees of the Association will be determined by the full membership at the annual meeting.

4.1.4. Supervise all officers, agents, and employees of the Association to assure that their duties are performed properly;

4.1.5. Meet at such times and places as required by these Bylaws; and

4.1.6. Register their addresses with the Secretary of the Association, and notices of meetings mailed to them at such addresses shall be valid notices thereof.

4.2. Number. The Association shall have seven Directors.

4.3. Qualification. Directors shall be current members of the Association having been a vendor at Rochester Farmers Markets (RFM) for two or more seasons.

4.4. Term of Office. The term of office for Directors shall be two years.

4.4.1. One-half of the seats of the Board of Directors shall be open for election each year.

4.5. Elections. Open seats on the Board of Directors shall be filled at the Annual Meeting of the Association.

4.5.1. Elections shall be made by ballot, with each member receiving as many votes as there are seats to be filled. **Each member may cast only one vote per candidate.** The candidates receiving the highest number of votes up to the number of Directors to be elected shall be elected.

4.6. Vacancy. Any vacancy in the Board of Directors, including a vacancy created by an increase in the number of Directors, occurring during the year may be filled for the un-expired portion of the term by the affirmative vote of two-thirds of the remaining Board of Directors. Any Director so elected by the Board of Directors shall hold office until the next succeeding Annual Meeting of the members or until the election and qualification of his or her successor.

4.7. Compensation. No Director shall receive any salary for his services as such Director. However, upon approval of the Board, a Director may be reimbursed for reasonable, substantiated expenses incurred in the performance of official duties for the Association.

4.8. Removal. Directors may be removed without cause by a two-thirds vote of the Directors then in office, or by a two-thirds vote of Association members.

- 4.9. Conflict of Interest. Board members shall be under an affirmative obligation to disclose their actual or potential conflicts of interest in any matter under consideration by the Board. Board members having such an interest shall absent themselves from decision of the matter and, unless otherwise determined by the Board, from its discussion.
5. Officers
- 5.1. The officers of the Association shall be the President, Vice-President, Secretary, and Treasurer.
- 5.2. Qualification and Election. Only members in good standing who have been duly elected as Directors shall be elected as President, Vice-President, Secretary, and Treasurer. Officers shall be elected by the Board of Directors at the annual Organizational Meeting of the Board.
- 5.3. Term of Office. The term of office for officers shall be one year.
- 5.4. Removal. Any officer elected or appointed by the Board of Directors or by a Director may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby, but such removal shall be without prejudice to the membership rights of the officer so removed.
- 5.5. Vacancies. In case any office of the Association becomes vacant by death, resignation or removal, the majority of the Directors then in office may elect an officer to fill such vacancy, and the officer so elected shall hold office and serve until the next annual election of the Board is finalized.
- 5.6. Duties of President. The President shall be the general executive officer of the Association and shall, subject to the control of the Board of Directors, supervise and control the affairs of the Association and the activities of the officers. The President shall preside at all meetings of the Board of Directors and the General Membership, perform all duties incident to this office and carry out other duties as may be required by law, by the Articles of Incorporation of this Association, and by these Bylaws. The President may sign, in the name of the Association, any deeds, mortgages, contracts, and/or other instruments that the Board has authorized to be executed.
- 5.7. Duties of Vice President. In the absence of the President, or in the event of the inability or refusal of the President to act, the Vice President shall perform all the duties of the President. When so acting, the Vice President shall have all the powers of and be subject to all the restrictions on the President. The Vice President shall have other powers and perform other duties as may be prescribed by law, by the Articles of Incorporation of this Association, and by these Bylaws.
- 5.8. Duties of Secretary. The secretary shall:
- 5.8.1. Maintain the original or a copy of the Association's Articles of Incorporation, Bylaws, and the Market Rules, as amended or otherwise altered to date;
- 5.8.2. Keep a book of the minutes of all meetings of the Board of Directors, General Membership, and committees thereof, including the time and place of holding, whether regular or special (an if special, how authorized), the notice given thereof, and the names of those present at the meetings;
- The following duties may be delegated to the Market Manager:
- 5.8.3. See that all notices are duly given in accordance with the provisions of these Bylaws and required by law;
- 5.8.4. See that the books, reports, statements, and all other documents and records required by law are properly kept and filed;
- 5.8.5. Exhibit for inspection upon request the relevant books and records of the Association to any Director or Member for any proper purpose at any reasonable time;
- 5.8.6. In general, perform all duties incident to the office of Secretary and such other duties as may be prescribed by law, by the Articles of Incorporation of this Association, and by these Bylaws.

- 5.9. Duties of Treasurer. The Treasurer shall perform or have performed under the Treasurer's direction the following functions:
- 5.9.1. Have charge and custody of and be responsible for all funds and securities of the Association and deposit all such funds in the name of the Association in such banks, trust companies, and other depositories as shall be selected by the Board of Directors;
 - 5.9.2. Keep and maintain adequate and correct accounts of the Association's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, and surplus;
 - 5.9.3. Exhibit for inspection upon request the relevant books and records of the Association to any Director or Member for any proper purpose at any reasonable time;
 - 5.9.4. Render interim statements of the condition of the finances of the Association to the Board of Directors upon request and render a full financial report at the annual meeting of the General Membership.
 - 5.9.5. Receive and give receipts for monies due and payable to the Corporation from any source whatsoever;
 - 5.9.6. In general, perform all the duties incident to the office of Treasurer and such other duties as may be prescribed by law, by the Articles of Incorporation of this Association, and by these Bylaws.
- 5.10. Office of Market Manager
- 5.10.1. The Market Manager shall be the principal administrative officer of the Association and shall in general initiate, manage, supervise and implement day-to-day business, policies, and such other general corporate affairs as designated by the Directors. In general, the Market Manager shall possess all the powers, duties, and responsibilities normally associated with and incident to that office. The Market Manager is a non-voting member of all committees.
 - 5.10.2. The Market Manager shall be hired by the Board of Directors.
- 5.11. Office of Assistant Market Manager
- 5.11.1. The Assistant Market Manager shall be an associate administrative office, assisting the Market Manager in implementing day-to-day business, policies, and Market operations. The Assistant Market Manager is a non-voting member of all committees served on.
 - 5.11.2. The Assistant Market Manager shall be contracted by the Board of Directors.
6. Meetings of Membership
- 6.1. There shall be an Annual Meeting in January or February each year, the exact date and location to be determined by vote of the Board of Directors.
 - 6.1.1. Written notice of every Annual Meeting of the Membership shall be prepared and mailed to the last known post office address of each member not less than twenty-one (21) days before the meeting by first class mail.
 - 6.2. Special meetings of the membership may be petitioned at any time a majority of the Board of Directors or at least twenty (20) members or ten percent (10%) of the membership, whichever is greater.
 - 6.2.1. A written petition for a Special Meeting of the Association shall be sent directly to the Secretary. Within fifteen (15) days of receiving a qualifying written petition, written notification of the time and place of any meeting of the Association shall be mailed first class mail by the Secretary.
 - 6.2.2. A call for a Special Meeting of the Association shall be mailed no later than fourteen (14) calendar days prior to the called Special Meeting. The written notification must include the time and place of the meeting, an agenda, and the purpose of the meeting.
 - 6.2.3. Official business at Special Meetings shall be limited to items announced in the above notification.

- 6.3. A quorum shall consist of a simple majority of the voting Members. Signed proxies will be counted toward a quorum. Except as provided in these Bylaws or in the Articles of Incorporation of this Association, no business may be considered by the Membership at any meeting at which a quorum is not present, and the only motion the Chair shall entertain at such meeting is a motion to adjourn.
- 6.4. If at any time during an Annual or Special Meeting of the members, members withdraw leaving less than a quorum, action may be taken by the remaining members if at least two-thirds of the members required for a quorum vote affirmatively.
- 6.5. Meetings shall be presided over by the President of the Association or, in the President's absence, by the Vice President of the Association or, in the absence of both of these officers, by a Chair chosen by a majority of the Members present at the meeting. Meetings shall be governed by Roberts Rules of Order insofar as such rules are not inconsistent with or in conflict with these Bylaws, with the Articles of Incorporation of this Association, or with provisions of law.
7. Meetings of the Board of Directors
 - 7.1. The Board of Directors shall hold an Annual Organization Meeting within twenty-one (21) days of the Annual Membership Meeting for the purposes of electing officers and other business as described in the Bylaws or Market Rules.
 - 7.2. Meetings shall be held in such place as designated by the Board of Directors, or by telephone conference as long as all Directors participating in such meeting can hear one another.
 - 7.3. Regular meetings of the Directors shall be held twice annually:
 - 7.3.1. Once within six (6) weeks of the beginning of the summer farmers market season;
 - 7.3.2. Once within six (6) weeks after the conclusion of the summer farmers market season.
 - 7.3.3. Special meetings of the Board of Directors may be called by the President or by any three Directors. A call for a special meeting of the Board of Directors shall be mailed no later than seven (7) calendar days prior to the called special meeting.
 - 7.3.3.1. The written notification must include the time and place of the meeting, an agenda, and the purpose of the meeting.
 - 7.3.4. The transactions of any meeting of the Board, however called and noticed, are as valid as though the meeting had been duly held after proper call and notice, provided a quorum is present and provided that either before or after the meeting each Director not present signs a waiver of notice, a consent to hold the meeting, or approval of the minutes thereof.
 - 7.3.5. A quorum shall consist of a majority of the Board of Directors. Except as provided in these Bylaws or in the Articles of Incorporation of this Association, no business may be considered by the Board at any meeting at which a quorum is not present, and the only motion the Chair shall entertain at such meeting is a motion to adjourn.
 - 7.3.6. Every act or decision done or made by a majority of the Directors present a meeting duly held at which a quorum is present is the act of the Board of Directors.
 - 7.3.7. Meetings shall be presided over by the President of the Association or, in the President's absence, by the Vice President of the Association or, in the absence of both of these officers, by a Chair chosen by a majority of the Members present at the meeting. Meetings shall be governed by Robert's Rules of Order insofar as such rules are not inconsistent with or in conflict with these Bylaws, with the Articles of Incorporation of this Association, or with provisions of law.
8. Committees

- 8.1. The Directors may establish such special committees as may be necessary to carry out the activities and functions of the Association.
9. Indemnification
 - 9.1. The Association shall, to the fullest extent permitted or required by state law, indemnify each Director and Officer against any and all liabilities and advance any and all reasonable expenses incurred by a Director or Officer, arising out of or in connection with any proceeding to which such Director or Officer is a party, because he or she is a Director or Officer of the Association. The Association shall indemnify its employees acting within the scope of their duties as such, to the same extent as Directors or Officers hereunder.
10. Instruments, Bank Accounts, Gifts
 - 10.1. The Board of Directors or the General Membership may by resolution authorize any officer or agent of the Association to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association. Unless so authorized, no officer, agent, or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or to render its liability monetarily for any purpose or in any amount.
 - 10.2. The Board of Directors may authorize the opening and keeping of general and/or special bank accounts.
 - 10.3. The Board of Directors may accept on behalf of the Association any contribution, gift, or bequest for the charitable or public purposes of the Association.
 - 10.4. The fiscal year shall be determined by the Board.
11. Bylaws
 - 11.1. The Bylaws of the Association may be amended by the vote of two-thirds of the General Membership present at the annual Membership Meeting.
 - 11.1.1. Any recommended Bylaw changes must be sent out with the meeting notice.
 - 11.2. In the event that any provision of these bylaws is determined to be invalid or unenforceable under any statute or rule of law, then such provision shall be deemed inoperative to such extent and shall be deemed modified to conform, with such statute or rule of law without affecting the validity or enforceability of any other provision of these bylaws.
12. Market Rules
 - 12.1. The Market Rules may be amended by the vote of a majority of the General Membership present at any Regular or Special Meeting.
 - 12.1.1. Any recommended Rule changes must be sent out with the meeting notice.
 - 12.2. Individual exceptions to the Market Rules may not be granted by the general membership except that,
 - 12.2.1. Application for such exception was previously made to and denied by the Board of Directors,
 - 12.2.2. Such exception is approved by a two-thirds vote of the General Membership present at a meeting.
 - 12.3. In the event that any provision of the Market Rules is determined to be invalid or unenforceable under any statute or rule of law, then such provision shall be deemed inoperative to such extent and shall be deemed modified to conform, with such statute or rule of law without affecting the validity or enforceability of any other provision of these Bylaws.

Rochester Downtown Farmers Market Association
Code of Ethics
February 2023

The “Code of Ethics” represents guidelines for being a good neighbor and a good member of the farmers market. Please remember although we may have different reasons for being at the farmers market, we all have an interest in its long-term success and in the success of other vendors at the market.

1) Price your product fairly

Gross undercutting is not acceptable and hurts everybody. Pay attention to what others are charging for similar products, especially if those products are at the market in abundance. Fresh and local products have a number of advantages over their grocery store counterparts and should be priced accordingly (either the same or more expensive, but not less.)

2) Market honestly

First follow the rules: only sell what you produce, only sell what the market allows you to sell, and follow the limits on regulated items for display and marketing. Second, follow the law with regards to labeling your product, whether as organic, grass-fed, chemical-free, or whatever. Third, be honest when describing the qualities of your product.

3) Honor your products

Everybody has a lapse in quality every now and then; how you handle customer complaints reflects on the entire market, and not just you.

4) Be respectful of other vendors

Keep disagreements with other vendors private. Don't interrupt when customers are interacting with other vendors, and remember that various smells and noises may not be what everyone around you wants, especially during market hours.

5) Respect the space of other vendors and the walkway for customers

A single line of stall fronts has more visual appeal than a ragged line, and hiding your neighbor behind your stall is not fair. Leave room for customers to walk down the aisle.

6) Downplaying other vendors is not acceptable

Talk your product up instead of talking somebody else's down, and let the customer choose.

7) Pay attention to your stall and personal appearance

An orderly stall is a safe place, and the appearance of vendors and their space reflects on the market as a whole, not just on the individual.

8) Be courteous to all customers

They are, after all, why we are here. Please park in the parking lots across the street – save the closest parking places for customers.

9) Read and follow the market rules

The market rules are the standard we have all agreed on for a smooth-running market that provides a level playing field for all vendors. Take time to understand them, and then follow them.