

EMMAUS FARMERS' MARKET BYLAWS

REVISED March 2022

1. **EMMAUS FARMERS' MARKET** - The Emmaus Farmers Market (EFM) is a corporation formed for the benefit of the market vendors. The EFM is a producer-only farmers' market. This is a guarantee to the consumer that this is a market comprised of local farmers and producers selling only what they grow on their farms or produce locally.
2. **PURPOSE**-To provide the Emmaus community with a source of safe, locally produced, highly nutritious fresh produce while educating the public, including farmers, on the benefits of supporting local agriculture in order to preserve farmland in the surrounding community, improve individual health and strengthen our community.
3. **MEMBERSHIP**-The EFM reserves the right to inspect vendor facilities to verify the "producer-only" status of the market vendors.
 - a. Existing Vendor Members
 - i. Farm Vendor Members include but are not limited to producers of, fruits, vegetables, meats dairy, honey, syrup, plants, herbs, wine and spirits.
 - ii. Non-farm Vendor Members include but are not limited to packaged foods that the vendor does not grow such as baked goods, salsa, jams and jellies, dips, pizza, pasta.
 - b. NEW Vendors — Participation in EFM is limited to only vendors within a 75-mile radius of the market site. EFM will strive for a balance of vendor categories. Additional vendors and vendor category changes will be added to the market as the need arises. Reasons for adding a new vendor may include: a shortage of a particular product, adding diversity to the mix of products at the market, or overall growth of consumer demand.
 - i. Returning vendors wishing to expand into a new category must resubmit their written application and have it approved by a majority vote of EFM Membership at the next schedule vendor meeting.
 - ii. New vendors wishing to sell at the EFM must, prior to participation in the market, file an application with the Market Board verifying that they are the actual grower or producer of the specific item which they intend to sell. Vendor applications are due 14 days before each planning meeting. Vendors must apply to sell at the market under on or more categories, based on their primary product(s). Applications will be screened by the executive board to filter out any that do not meet what we are currently looking for as listed on our website. The remaining applications will only then be approved or rejected by a majority vote of EFM membership for any reason at the Memberships discretion at one of the four schedule meetings. When the EFM membership votes on a new membership application the vote is for no more and no less than what is explicitly stated on that application.
 - iii. New vendors wishing to join EFM must submit a vendor fee check within 10 days after acceptance into the market. If payment is not received, you will not be able to attend the market until payment is received. Checks should be made payable to "Emmaus Farmers' Market" and sent to Emmaus Farmers Market at P.O. Box 14, Emmaus, PA 18049.

- c. Community Members —may serve on the EFM Board. Community members must be approved by the Membership prior to participating in Board Business. Community members are non-voting members of the Board.
- d. Membership responsibilities-
 - i. Approve or reject new vendor applications.
 - ii. Approve or reject existing vendor applications for new product offerings and/or expansion into additional categories.
 - iii. Approval of vendor dues and fees
 - iv. Election of officers
 - v. Approval of changes to the Bylaws
 - vi. Approval of annual budget
 - vii. Employee/Contractor relations
 - viii. Market location and times
 - ix. Approval of the market's marketing planning
 - x. Vendor Removal

4. MEETINGS

- a. There will be four annual planning meetings held the second Tuesday in January, March, October, and December. The board can call for an emergency meeting with two weeks' notice to discuss emergency topics.
- b. Quorum— Whoever physically attends the current meeting is the quorum needed to vote. You are only allowed to vote if you physically attend the meeting, but you can listen on a conference call.

5. BOARD — The EFM Board is composed of five (5) vendor members and a non-vendor, non-voting adviser. The Non-vendor, non-voting adviser does not always need to be present at meetings. Board members are elected to serve a 2-year term. Non-voting community members are welcome, but not required. Only Vendor Members in good standing may serve on the Board and must attend 100 % of regularly scheduled board meetings. Failure to attend 100 % of the board meetings is grounds for removal from the Board and exclusion from a Board seat for 1 year

- a. Members in good standing-have paid all fees, provided all paperwork, and abided by all EFM rules and regulations.
- b. Elections- all Board Members are elected annually at the January meeting.
- c. Officer Positions- are selected by the Board from within the newly elected Board Members. There will be, at most, Two non-farm vendor officers.
 - i. President- Chair's the meetings, be the main contact person for Vendor Members and the property owner, appoint committees, and bring issues to the Board as needed. The President has check writing ability.
 - ii. Secretary- maintain up-to-date Bylaws and Rules & Regulations, maintain applications and copies of insurance, maintain mailing list, notify members of meetings, keep meeting minutes and vendor applications, licenses etc.
 - iii. Treasurer- responsible for all financial records; collect fees, pay bills. The Treasurer has check writing ability.
- d. Voting & Responsibilities-Market related issues shall be decided based on greater than 50% of votes cast in attendance of the meeting Voting in person will be anonymous.
- e. The Board has the following responsibilities.
 - i. Update and enforce the Bylaws
 - ii. Handle complaints from vendors and the public.
 - iii. Plan events

- iv. Marketing
- v. Community relations
- vi. Emmaus Borough
- vii. Insurance for the Market
- viii. Vetting potential vendors
- ix. Emails management
- x. Create the budget & manage finances
- xi. Maintain minutes & records
- xii. Legal
- xiii. Vendor permits, insurance and attendance
- xiv. Vendor updates on Board progress

6. GENERAL RULES

a. Market

- i. **Market Fees-** The membership association fee is payable on or before the first market in May. All winter market fees are due at the first winter market of the season. An additional fee may be charged to meet budget shortfall. Special needs are decided by the Board on an individual basis as requested. Fees will be determined by the Membership based on the size of the vending area. Fees will cover the costs of the operation of the farmers' market. If fees are not paid in full by the due date that vendor will not be allowed to vend until the fees are paid in full.
- ii. **Market Layout- Space Assignments** — Individual vending space size is flexible and is based on the needs of the individual vendor and the market. Vendors will use the same space throughout the season. New vendors will be assigned spaces that are available in such a way as to create a good product mix. In the event of a major redesign of the market space a design map with good product mix will be created by the board. and vending spaces considered by vendor seniority.
- iii. **Educational and Community Activities** — Space will be made available free of charge for market, educational., or community promotional activities as needed. This space **MUST** be booked with the Market Coordinator at least two weeks in advance and will be assigned at the discretion of the Market Coordinator. A single organization may attend EFM a maximum of once per month.

b. Vendors

- i. **Operation of market stands** — Vendors have the right to operate their stands as they choose after complying with the Rules and Regulations of the market. The market Board has the obligation to penalize the vendors for not following the minimum standards. The first offense is a written warning, the second offense is a written warning, and the third offense is written notice of suspension from market for one week. After the third offense the vendor's case will go before the EFM Membership for a review at the next vendor meeting. Repeated failure to adhere to any of the market Rules and Regulations may result in suspension from the market, fines, or immediate termination of participation in the market without refund of fees. Violations will reset after two years of no offenses.
- ii. **Regulatory Compliance** — Vendors are personally responsible to be in compliance with all applicable local, state and federal regulations and to provide all paperwork to the Market Secretary. They include, but are not limited to:
- iii. pesticide licensing and safe use

- iv. certification of scales by the department of weights and measures
- v. organic certification for products claimed to be grown organically
- vi. state sales tax collected as required
- vii. all health, labeling, licensing, certifications, and regulations that apply to approved products as required by local, state, and federal laws.
- viii. Partnerships - All partnerships must be documented legal partnerships.
- ix. Insurance- Although EFM carries \$1 Million of liability insurance, the market does not provide an insurance to cover activities of vendors, their employees, or agents. Each vendor must carry a minimum of \$1 million of liability insurance. Proof of individual insurance coverage must be received by the market Secretary each year before vendors will be allowed to participate in the market. Certificate of Insurance must list: Emmaus Farmers' Market,
 - 1. Location: Triangle Park, Main Street, Emmaus PA 18049 and be mailed to EFM P.O. Box 14 Emmaus, PA 18049 and Emmaus Borough, 28 South 4th Street Emmaus, PA 18049

c. Community Tables

- i. Participating in the EFM. Nonprofit booths are not permitted to sell (or give away) any products, unless it is for fund raising purposes and the market approves the products in writing. Organization representatives shall not interfere with market operations by aggressively soliciting signatures, donations, or attention. Such activities shall not block sidewalks or access to assigned stall spaces. Nonprofit organizations are required to submit an application but are not required to pay seasonal booth or inspection fees. The market retains the right to regulate the time, place and manner of activities relating to displays, signs, posters, placards, and other expressions of the interests represented. Each organization must prominently display its name. All organizations are expected to adhere to all applicable rules.

d. Entertainment

- i. Entertainers are not permitted to sell (or give away) any products, without prior approval of the Market. Entertainers shall not interfere with the market operations by aggressively soliciting merchandise sales, donations, or attention. No activities shall block sidewalks or access to assigned stall spaces. All entertainment shall be family oriented. Entertainers may place signage on-site, but it must not interfere with EFM signage. All entertainers are expected to adhere to all applicable rules.

7. New Vendor Application Process and Existing Vendor Expectations

- a. New vendor applications are screened by the Market Board to eliminate any that do not meet the current market needs. Those applications that meet our requirements are then presented at the next vendor meeting and voted on. All vendors are expected to read and agree to the EFM Bylaws. All vendors will provide all necessary licenses, certifications, etc. All current vendors are expected to complete an application for new product offerings which must be approved by the vote of the Membership.
- b. Applications must include:
 - i. Completed and signed application, by which the vendor agrees to abide by the EFM Bylaws and Rules and Regulations.
 - ii. Complete and accurate list of all items the vendor wishes to sell.

8. **Products** - "Producer-Only" is defined as follows for farm-raised products, Edible Products and Non-Edible Products
 - a. The EFM is a producer only market. Reselling product is not permitted. Buying products from another farmer, wholesaler, store, or other food operation and then selling those products is not permitted at the market.
9. **Submitting a Complaint** - Any complaint against any vendor must be directed to the attention of the Market Board, in writing. Vendors may submit a complaint jointly. All complaints must be accompanied with written documentation and/or evidence in support of the complaint. The written signed complaint will be given to the vendor in question at the beginning of the resolution process.
 - a. Complaint Resolution - Upon receipt of a written complaint, the Market Board will discuss if complaint resolution needs to be followed.
 - b. The President will approach the vendor in question at the next market and present the vendor with a copy of the complaint and a written warning.
 - c. If necessary, a facility inspection is scheduled, and the vendor is required not to destroy the product in question until the investigation is over. Destruction of the product before the investigation is over will constitute admittance of guilt. The investigation will take place within one week of the presentation of the complaint to the vendor in question. The Board will assign a non-biased inspection panel to investigate the complaint.
 - d. The inspection panel will present its assessment to the Board, in writing; if the Board determines that a preponderance of evidence validates the complaint, the vendor in question is liable for the cost of the inspection; if, however, evidence does not show the complaint to be valid the vendor(s) that initiated the complaint are liable for the cost of the inspection.
 - e. Consequences - the Board will enforce the consequences as follows in the event that the complaint is valid.
 - i. first offense — four-week suspension from market
 - ii. second offense— suspension from market for the remainder of that growing year, the vendor can re-apply for the next year.
 - iii. The vendor in question has the right to be present during the Board's determination of validity of the complaint
 - iv. All investigations that ultimately lead to the vendor being suspended from the EFM will be discussed with the Market Membership.
10. **AMENDMENT OF BY-LAWS** - These By-laws can be amended at any meeting of the Vendor Membership by a majority vote provided that the amendment has been submitted to the Members, in writing, at least ten (10) days prior for review.