

Madison City Farmers Market

2024 Rules & Guidelines

MISSION:

- To provide consumers with a choice of fresh, quality produce, food products, handcrafted items and other services.
- To provide an outlet for local farmers, producers and artisans to promote their products within the Madison community.
- To provide an experience that encourages community spirit and keeps money and energy within the community.

Location: Grassy lot on the South side of Trinity Baptist Church, at 1088 Hughes Road, Madison, Alabama.

The Selling Season: The market facilities shall be opened in the spring as seasonable produce for the area becomes available and will be closed as deemed necessary by the Board of Directors when demand and/or seasonal produce is no longer available.

The 2024 Madison City Farmers Market (MCFM) schedule will be as follows, rain or shine, except in case of severe weather, i.e. lightning, extreme winds, severe heat, etc.:

April 13th to September 28th
8:00 a.m. – 12:00 p.m.

October 5th to November 23rd
9:00 a.m. – 12:00 p.m.

Board of Directors: The Board of Directors is volunteer group made up of local market producers and consumers that are responsible for developing and managing each year's operating rules and guidelines, schedules, and the general operation of the market.

Market Coordinator: The Market Coordinator will supervise and control the activities of the market and the market property. The coordinator has full responsibility for making certain that all rules and guidelines, as set forth by the Board of Directors are followed by each producer and his/her agent or employee. Failure by any producer to comply with any of the MCFM Rules and Guidelines, or to comply with the direction of the Market Coordinator can result in the forfeiture of the right to do business at the market for a length of time determined by the Board of Directors.

Questions about the market may be directed to:

Mary Stallings, Chairperson
mary@madisoncityfarmersmarket.com
256-656-7841

Eligibility Requirements: Only producers may sell at the market. A producer is defined as the person that grows or makes the product and may also include the producer's family members, and employees. A producer may be herein also referred to as a vendor in this and other market documentation. Producers should be located in North Alabama or the Tennessee Valley within 100 miles of the market. All products sold at the market must be grown or crafted by local farmers and/or craftspeople within 100 miles of the market. Exceptions may be made by the Board of Directors for products that cannot be produced within 100 miles of the market.

Persons who want to apply to be a vendor at the MCFM must submit an annual vendor application that can be obtained from the MCFM website, www.madisoncityfarmersmarket.com. Applications will be compiled and reviewed by the Board of Directors and are not reviewed based on date received. Applicants will be chosen based on the variety of products offered and on the number of weeks those products will be available.

Any vendor wishing to bring additional product(s) not initially listed on their original application must submit an amended application with the new product(s) for approval before bringing said product(s) to market. Any producer wishing to advertise their products at the market as Organic or Naturally Grown must provide documentation of certification or a signed affidavit if exempt from certification.

Individuals offering products for sale at the market must be at least 16 years of age. Younger children are welcome to participate in the market but must be accompanied by an adult responsible for the child's safety and conduct.

Live animals and commercially produced foodstuffs, including items produced by a co-packer, or any other commercial means, may not be sold at the market. Items purchased for resale, as well as items made from kits, commercially available plans, and items that are mechanically mass-produced may not be sold at the market.

Farmers: Farm products include, but are not limited to, produce, honey, meat, cheese, and flowers.

Growers who use the market for sale of produce are subject to field inspections, before and throughout the market season, to verify the source of produce offered. Farmers may sell for other farmers who have valid applications on file. These products should be clearly labeled with the growing farm's name. The sale of any product at the market (without prior approval) that is not produced by that farm is grounds for automatic dismissal. If a producer is part of a cooperative (co-op), products from the co-op may not be sold at the MCFM. The MCFM is a producer-only market and items from co-ops cannot be tracked directly to an individual producer.

Due to an extraordinary amount of customer concern, Genetically Modified (GM) or Genetically Modified Organism (GMO) produce will not be allowed for sale at the market.

Prepared food vendors: Prepared food products include, but are not limited to, baked goods, dried herbs and spices, jellies and jams, and canned goods.

Many items are subject to Alabama Department of Public Health regulations. It is the responsibility of the producer to abide by these regulations. For further information regarding these regulations contact the Madison County Health Department or any Alabama county health department.

Madison County Health Department
Environmental Health
301 Max Luther Drive
Huntsville, AL 35811
256-539-3711 or 256-533-8726

The MCFM allows the sale of foods prepared in home kitchens that meet Alabama Department of Public Health regulations as allowed by the Home Processed Rule, Chapter 420-3-22-.01 of the Rules of Food Establishment Sanitation. The Alabama Cottage Food Certification is **not required** to sell home processed foods at Alabama farmers markets.

Artisans: Persons who handcraft the products they offer for sale may sell as artisans. Artisans are juried to assure that they are creating a quality product that fits into the market theme. Originality of design, creative use of material, level of difficulty, variety of work and overall contribution to market balance will be discussed and a decision will be made whether or not to allow an applicant to become a vendor at the MCFM. Jury members will review and categorize all applications, then compile their results. Applications are not juried according to date received.

All artwork, craftwork, and handiwork sold must be the original hand-made creation of the vendor. An inspection may be required to determine that work is the original product of the Artisan. Vendors are not permitted to re-sell commercially produced items. Manufactured items can only be used as components of handcrafted work. Reproductions in the form of books, cards, calendars, t-shirts, prints, etc. will not be allowed except under certain circumstances, and on a case-by-case review.

Permits: The growers of all produce sold at the market must hold a grower's permit or grower's letter. Alabama growers can receive a grower's permit at no charge from their local County Extension Offices (www.aces.edu). Tennessee growers should contact your local County Extension Office for a grower's letter. This allows the producer and the customer to be exempt from state and local taxes for goods sold. A copy of the grower's permit/letter must be provided to the MCFM prior to the first market attended. All permits/letters, certifications and/or licenses must be available at each vendor's booth in case of on-site inspection.

The MCFM holds an event business license with the City of Madison, which covers all vendors with tax eligible gross sales under \$10,000. However, vendors are responsible for registering with the city under this license and paying all necessary taxes.

Insurance: It is mandatory that vendors maintain a commercial general liability insurance policy. Policy limit should be a **minimum of 1 million per occurrence with a 2 million aggregate limit**. Vendor policies must **list the market as an additional insured** or contain a blanket additional insured endorsement and provide the market with a certificate of insurance confirming coverage.

The following mailing address should be listed in the additional insured endorsement:

Madison City Farmers Market
PO Box 2154
Madison, AL 35758

Fees: Fees collected by the Madison City Farmer's Market are for the express purpose of promoting and operating the market. This may include, but is not limited to, advertising and promotion of the market and special events, as well as upkeep, maintenance and management of market property and facilities.

Market Fee: The Season Plan is \$500.00 for the entire selling season and is non-refundable. **Any daily fees paid before selecting the Season Plan do not apply toward the purchase of the Season Plan.** The Season Plan may be paid in full or in two installments with payment of \$250.00 due on or before April 13, 2024 and payment of \$250.00 due on or before July 06, 2024, by cash or check only.

The Daily Plan is \$25.00 per market day. This fee is for vendors who only want to participate in the market on a week-to-week basis. Producers paying on a weekly basis must pay for a space by 10:00 a.m. (11:00 a.m. October – November) on the day of the market. Producers paying on a weekly basis who do not pay on the day of the market will not be allowed to set up at subsequent markets until outstanding balance is paid.

Space Assignments and Reservation Policies: Season Plan producers will receive priority selection of reserved spaces. The Market Coordinator will designate the spaces for regular producers. Any new producers will be assigned a space based on weekly availability. Assigned spaces may change depending on the market's weekly needs. Every effort possible is made to keep each vendor in a regularly assigned space. All applicants will occupy only one space (10' x 10') per rental. Displays must be confined to the assigned space. Multiple spaces may be rented as needed.

The market will maintain a ratio of a minimum of 66% farmers to a maximum of 33% artisans. The MCFM Board of Directors monitors the overall composition of the market and determines the number of vendor openings available by type. Priority will be given to vendors participating in the market the previous year.

Set-Up and Clean Up: The Market Coordinator will open the market space and oversee the setup of producer tents and tables. **Vehicles may enter the lot 1 hour and 30 minutes prior to opening on market day, and vendors may begin setting up once the Market Coordinator assigns their space for the day.**

It is necessary for all vendors to **arrive no later than 30 minutes before market opening** and be ready to do business when the market opens. **Vendors who discover unexpected circumstances that will cause them to arrive later than 30 minutes before opening should call 256-656-7841, as soon as possible.** Vendors arriving less than 30 minutes before market opening will be fined \$25.00 per incident. Vendors who have three late arrivals in one year, without calling 256-656-7841 prior to arrival, will be dismissed for the season. **Set-up will NOT be allowed after the market starts.**

There will be no sales allowed before the market opening bell. **Any vendor found in violation of early sales will be fined \$25.00, due immediately.** Any violator who refuses to pay the fine will be asked to leave the market immediately.

Each vendor is responsible for setting up his or her tents, tables and signage in the manner specified by the Market Coordinator. **Proper staking of tents at all four corners is mandatory and will be enforced at all times. All stakes used must be a minimum of six (6) inches long.** Weights may be used in addition to stakes but may not be used alone.

Vendors will be solely responsible at all times for the cleanliness within their vending area, including 10 feet in front and behind your booth, regardless of the origin of the debris. Vendors are responsible for the removal of their own trash from the market grounds. Vendor trash bags or boxes should not be placed in the market garbage cans.

Attendance: It is each vendor's responsibility to inform the MCFM of any attendance changes as far in advance as possible. Scheduled vendors who will not be able to attend the market as planned should notify the MCFM by texting or calling 256-656-7841, no later than the Thursday before the scheduled market date.

No-Show Violations: A no-show violation applies when a vendor does not attend the market as scheduled, without notifying the MCFM. ***Scheduled vendors who will be unexpectedly absent should call 256-656-7841 two hours prior to market opening to avoid a no-show violation.*** No-show vendors will be fined \$25.00 per incident. Vendors who have three no-show violations will be dismissed for the season.

Equipment Rental: A small number of tents and tables are available for rent on a weekly basis. Tents are \$15.00 each and tables are \$5.00 each, per week. Rental fees are payable by 10:00 a.m. (11:00 a.m. October – November) on the day of the market. Rental tents and tables are available on a first come first serve basis but may be reserved. Rentals are intended for use by new vendors who do not yet have a tent or table, or for occasional use by regular vendors, as needed. Rentals are limited to no more than 6 weeks, except in special circumstances. **Renters are responsible for the proper set-up, tie-down and breakdown of the rental tents.** Any damage found to have occurred during the rental, will be the responsibility of the renter. **Vendors who intend to rent tents and/or tables should arrive no later than 45 minutes before market opening.**

Parking: All vendors must move their vehicles behind the church as soon as unloading is completed in order to allow other vendors to arrive and unload. Please do not wait until you are fully set-up to move your vehicle. Only vendors with handicap tags are allowed to leave their vehicles in customer parking. All vehicles should be loaded and cleared from the market area one (1) hour after the market closes. **Only vendors who sell-out early will be allowed to leave the market before closing time.**

Smoking: Due to customer concerns, and in respect of Church grounds, the MCFM is a **SMOKE FREE ZONE.** **There is no smoking allowed on the market grounds, parking lot or anywhere on church property.** This includes electronic cigarettes and vaping devices.

Market Grounds: The market grounds are limited to the South lot of the church, east of the toddler playground and west of Hughes Road, the area to the port-a-potty, and the parking lot. Vendors, their employees, partners, family members and children should remain in the market areas at all times. **The church building, children’s playgrounds, and surrounding areas are not for market use, and should be avoided.**

Off-Season Market Drop-offs: Accepted vendors may use the church parking lot to drop-off pre-orders to customers during market off-season. Vendors wishing to make off-season pre-order drop-offs using the church parking lot must be in good standing with the market at the end of the market season, and maintain Annual liability insurance, as referenced on page 3. Pre-order drop-offs will occur on Saturdays during December through March between the hours of 8:00AM-12:00PM. Vendors performing drop-offs will not exceed a stay of more than one hour in the parking lot per occurrence. Vendors will perform drop-offs from their vehicle, with no booth or table setup. Any vendor wishing to make off-season pre-order drop-offs must notify the market each season by email at info@madisoncityfarmersmarket.com prior to making any drop-offs.

State, County and Local Laws: All vendors must comply with all Alabama, Madison County and Madison City laws (mandates, ordinances, directives, etc). Failure to comply with any state or local laws will result in dismissal from the market for the day.

General Violations: No drugs or alcohol will be allowed on market premises. All profane, abusive, discourteous, and boisterous language and/or conduct at or in the market vicinity are strictly prohibited. There is to be no “dumping” of product at the end of the market day. Dumping is defined as the sale of products at a higher price at the beginning of the market day and a lower price at the end of the market day. Fraudulent, dishonest, or deceptive merchandising or collusion to set prices among producers may be grounds for forfeiture of the right to do business of any kind in the market for a length of time to be determined by the Board of Directors. No booth fees will be refunded to any producers found to be participating in these activities. If the Market Coordinator determines that a producer has violated any provision of the market policies, that producer may be penalized.

Complaints: Any complaint made against a producer must be in writing and given to the Market Coordinator. The Market Coordinator and the Board of Directors are responsible for reviewing and resolving complaints. Together, they shall determine what type of investigation, if any, shall be conducted in response. They also have the sole discretion to determine whether or not that complaint will be disclosed to the producer under complaint. Also, the producer under complaint may or may not be given the opportunity to respond; this will depend on the nature of the complaint.

Indemnification: By participating in the Madison City Farmers Market, all producers shall be individually and severally responsible to the Madison City Farmers Market and/or Trinity Baptist Church for any loss, personal injury, deaths, and/or any other damage that may occur as a result of the producer's negligence or that of the producer's servants, agents or employees. All producers hereby agree to indemnify and save the Madison City Farmers Market and the Trinity Baptist Church harmless from any loss, cost, damages and other expenses, including attorney's fees, suffered or incurred by the Madison City Farmers Market or the Trinity Baptist Church, by reason of the producer's negligence or that of its servants, agents or employees.

Producers are liable for their own products. The Madison City Farmers Market and/or the Trinity Baptist Church shall not be held accountable for the products offered by Producers. Product and liability insurance is the responsibility of the producer. Participant assumes all risk of loss due to fire, theft, weather or other causes of damages or loss. Participants agree to fully indemnify and hold the Trinity Baptist Church harmless from any claims of property damage or bodily injury caused by any member of the public due to the acts or omissions of the participant. There are no other agreements between the Trinity Baptist Church and the participants, whether written or oral, other than the Rules and Guidelines and application of the Madison City Farmers Market.

Finalized 02/18/24