WEST CHESTER GROWERS’ MARKET ASSOCIATION

Rules and Regulations

updated February 2007

**I. PURPOSE**

**1**. To provide consumers with fresh locally grown or produced products at a convenient location.

**2**. To provide local farmers and producers with improved marketing opportunities.

**II. PARTICIPATION/ORGANIZATION**

**1**. The West Chester Growers’ Market Association is an unincorporated association.

**2. Vendors** must be full or part-time producers of accepted products that are permitted for sale at the market.

**3. Vendor categories** are:

-vegetables

-fruits

-baked goods

-cut flowers

-live plants

-meat/animal products

-other

**4. Application to become a vendor:**

A. Anyone wishing to sell in the West Chester Growers’ Market must, prior to participation in the market, file an application with the market manager verifying that they are the actual grower or producer of the specific items which they intend to sell. Vendors must apply to sell at the market under one of the seven categories, based on their primary products. However, they may sell any approved product at their stand.

B. The Growers’ Association will strive for a balance of vendor categories. New vendors will be selected to fit the needs of the market by a vote of association members.

C. Additional vendors will be added to the market at the beginning of each season, or as need arises, provided that the new vendor agrees to these rules and regulations and is approved by a majority vote of association members. 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 the overall growth of consumer demand.

**5. Voting:** Each association member, or their representative, is entitled to one vote on issues facing the growers’ market. Each member must be given the same notice and opportunity to vote on issues as they arise. Market related issues shall be decided on the basis of greater than 50% of votes cast. Types of issues requiring this vote include, but are not limited to, adding or rejecting vendors, changing hours, days or location, setting fees, making major purchases, and distribution of excess funds at the termination of the growers’ market association.

**6. Market Manager:** The market manager is a volunteer from the association membership, andsupervises the daily activities of the market. In addition, he/she enforces the market rules, collects and maintains applications, serves as a contact for vendors and outside groups, collects fees, pays bills, keeps financial records and makes a financial report of the association's activities at the end of the year.

**7. Vendor Participation:** As a member-run market, it is extremely important that all of the members be active participants in the management of the market. In addition to other items put forth in this document, members are required to put effort into the success of the market by volunteering their labor or skills to various tasks. To this end, members will volunteer 4 hours or more of their time each year.

Some tasks which fulfill this requirement are: running the ‘community booth’, carrying and moving signs or canopies, website development and upkeep, mailing list development and upkeep, flyer or advertisement development and implementation, organizing special events and promotions, etc. If a member does not have a current task to perform, he/she should be in contact with the market manager to arrange one.

**8. Meetings:** There will be an annual meeting of the association held before March 1st of the market year. Members are encouraged to attend this meeting. Other meetings of the association will be called for on an as-needed basis. Meeting minutes will be kept by a volunteer from the membership.

**III. GENERAL RULES**

**1. Permitted items for sale:**

**A. Items** allowed for sale shall include all types of locally grown or produced items including fruits, vegetables, plants, herbs, cut flowers, baked goods, preserves, honey, cider, juice, meat, animal products and crafts made from farm raised products. The resale of items purchased by the vendor shall not be permitted and could result in expulsion from the association.

**B. Crafts:** Crafts made from farm raised products are permitted. Examples would be wool products, dried flowers, beeswax candles, etc.. Vendors must be the producers of the farm raised materials in the crafts.

**C. Cider/juice:** Cider and juices are only permitted if it is pressed/extracted by the vendor or is custom pressed/extracted using exclusively the vendor's fruit/vegetables. The sale of fruit to a pressing/extraction operation and the subsequent purchase of bottled product back from the pressing/extraction operation shall not be considered to have been produced exclusively from the vendor's fruit.

**D. Preserves:** Preserved items such as jams, jellies, sauces, canned goods, etc. must be either custom made exclusively from a vendor's produce or be made by the vendor from locally grown produce.

**F. Baked Goods:** Baked goods must be produced by the vendor. If the baked goods contain fruits or vegetables, the vendor must use locally grown produce when they are in season locally. This rule does not apply to processed products. For example purchased non-local tomato sauce would be permitted but non-local fresh tomatoes would not be permitted. Baked goods vendors are encouraged to use as much local product as possible.

**2. Market Fees:** Fees for the market will be set by vote of the association before March 1st of each market season. Fees must be paid by the vendors according to the payment schedule to retain their standing in the association. Two vendors sharing one vending space shall have one fee to pay. (For 2007, the fee is $150 per vending space of 10 feet.) Fees will cover the joint costs of the growers’ market for:

-rent to the property owner

-advertising and promotion

-liability coverage

-charges for a bank account and other products or services

**3. Payment Schedule:** One half of each vendor's market fee will be due by March 1st of the market year and the other one half will be due by/or at the end of the individual vendor's first sales day at the market. Checks should be made payable to 'The West Chester Grower's Market Association'.

**4. Regulatory Compliance:** Vendors are personally responsible to be in compliance with local, state and federal regulations that apply to their business. These include, but are not limited to:

-pesticide licensing and safe use

-certification of scales by the department of weights and measures

-organic certification for products claimed to be grown organically

-state sales tax collected as required

-health and labeling regulations that apply to preserves, honey, cider,

baked goods, canned goods, eggs, dairy products, meats, etc.

**5. Operation of market stands:** Vendors have the right to operate their stands as they choose after meeting the following minimum standards:

-Vendors must ensure the safety of their display and canopy. Canopies

must be weighted or tied down securely in windy conditions.

-Vendors are required to attend all market days during their marketing season, unless excused by the market manager or unforeseen

circumstances prevent attendance.

-By vote of the association, individual vendors may have a different but regular attendance requirement.

-Vendors will strive to sell only products of the highest quality and

freshness in keeping with the market's desired image.

-Vendors will display a sign identifying the name and location of their farm.

-All vendors are jointly responsible for cleaning up the market site at the

end of the market day.

-Prices for all items on display should be clearly marked with individual

price tags, signs or large legible sign boards.

**6. Market Location:** The Growers’ Market is currently held in West Chester, PA at Municipal Lot #10 at the corner of Church and Chestnut streets.

**7. Length of Season:**  The season length is currently from the first Saturday in May until the end of December. The length of the market season will be determined at the annual winter meeting.

**8. Market Times and Days:** The market operates on Saturdays from 9am until 1pm. Selling shall not begin before the opening time. Vendors should strive to be prepared to sell at the opening bell. No sales at the market will be permitted after 1:15PM. Vendors should strive to clear the market site by 1 hour after closing.

**9. Vending Space:**

**A. Space Assignment**

1.In their first year, new members are limited to a 10-foot vending space, and will be assigned spaces that are

available in such a way as to create a good product mix.

2. Returning member have the opportunity to:

a. use up to 20 feet of vending space, with the approval of the association No vendor will be allowed more than 20 feet of space.

b. return to their previous location or to occupy any available spot that retains a good product mix.

3. Vendors will use the same space throughout the season. 4. In the event of a major redesign of the market space, a design map with good product mix will be created and vending spaces chosen by vendor seniority in the association.

**B. Parking Issues**. Non-market related cars are often parked in the lot at the beginning of the day. Members agree that:

1. They will be accommodating and flexible as much as possible in arranging parking alternatives.

2. Their selling space will remain in its assigned position, regardless of where vehicles need to be parked.

3. If a vendor brings two vehicles, and one of their assigned parking spaces is blocked, it is understood that the vendor will have to unload the second vehicle and park it elsewhere, out of the market lot.

3. There may be times when they cannot park directly behind their vending space.

4. Although the vending spaces may ‘block in’ parked cars, it is understood that no vendor vehicle, including trailers, may ‘block in’ another parked car.

**10. Sharing of Vending Space:**

**A. Shared Space.** A maximum of two vendors may apply to share one vending space. Both vendors are required to follow all the rules of the market. Each vendor of a shared space must be present on days that their products are displayed for sale.

**B. Selling Other Vendor's Products**. Once per marketing season, and due to emergencies, a vendor may request permission from the market manager to have a another vendor sell their products. In this case, the selling vendor must clearly separate and label the absent vendor's products.

**11. Educational and Community Activities:** Space will be made available free of charge for market, educational, or community promotional activities if needed. This space must be booked with the market manager at least one week ahead of time and will be assigned at the discretion of the market manager.

**IV. VIOLATIONS AND MARKET CERTIFICATION**

**1. Market Certification:** The West Chester Growers’ Market 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. This guarantee is comprised of the words and deeds of the vendors themselves. There is no independent certification of "producer only" status available.

**2. Submitting a Complaint:** Any complaint against any vendor regarding the origin of their produce or products, violations of association rules or any other matter, must be directed to the attention of the market manager in writing.

**3. Complaint Resolution:** The market manager will call a meeting of the association. The association will determine what type of investigation, if any, shall be conducted. After an investigation, if any, a recommendation shall be made to the members as to whether the vendor should receive a warning, temporary suspension, or expulsion from the association.

**V. LIABILITY**

The Borough of West Chester, the County of Chester, nor any of the sponsoring organizations provide any insurance to cover activities of vendors, their employees/agents, or customers at the Growers’ Market. The Grower's Market Association will purchase a blanket liability insurance policy for the market. To protect their own business, it is required that each member of the market also carry individual liability insurance, in the amount of $500,000. A certificate of insurance must be given to the market manager .

**VI. TERMINATION**

The West Chester Grower's Market Association will terminate when there are less than four active members, or by vote of the association.