



Bainbridge Island Farmers' Market

P.O. Box 10225, Bainbridge Island, WA 98110 206/855-1500, www.bainbridgefarmersmarket.com

Rules of the Market

Updated 4/28/07

1.) PURPOSE: The Bainbridge Island Farmers' Market (the Market) is run by the Bainbridge Island Farmers' Market Association (BIFMA) for the purpose of improving business conditions of local farmers, gardeners, processors, artists and craftspeople. Rules of the Market (Rules) govern the activities of the Market. Articles of Incorporation (Articles) and Bylaws govern the activities of BIFMA.

2.) MARKET HOURS AND DATES: The Market will be open to the public on Saturdays, from 9 a.m. until 1 p.m., from the second Saturday in April to the third Saturday in October. It will also be open on Wednesdays from 4 p.m. to 7 p.m., from the second Wednesday in July to the second Wednesday in September. Winter Market dates and hours will be posted later in the season at the Market web site. No vendor will sell before or after market hours, except to another vendor.

3.) MEMBERSHIP APPLICATION, PRECEDENCE AND REQUIREMENTS:

A.) Application: All returning and prospective vendors must submit a yearly application with paid dues by March 1. Applications must include participation dates as well as all types of products being brought to Market and must be completely filled out. An Applications Committee appointed by the BIFMA Board of Directors (the Board) will review all applications at one time and notify vendors of the results by March 30. Only approved vendors can sell at the Market; if another family member has a product to sell, that person must also submit an application form and dues in order to sell at the Market. Applications submitted by vendors after the due date will be considered in the order in which they are received. Vendors whose applications are received after March 1st forfeit booth space seniority for the season. (1/06)

The Board reserves the right to make the final approval of all applications and products to be sold by vendors and to impose any additional conditions it reasonably believes are needed to ensure availability of space; to meet product mix requirements; or to meet requirements imposed on it by outside governing or regulatory entities.(4/2/07)

B.) Precedence: Precedence for approval of applications is based on seniority, availability of space, product mix, geographical location of applicant's place of residence and production, and any other consideration which the Board reasonably believes is necessary to maintain a successful farmers' market. Precedence is as follows; returning Voting members, returning Voting members who were absent for a season or more and retained their membership during their absence, Bainbridge Island farmers who qualify for a Voting membership, North Kitsap farmers who qualify for a Voting membership, Bainbridge Island crafters, processors or concessionaires who qualify for a Voting membership and for whom there are openings in any of the nine categories defined in Rule of Two, and Contract Vendors who are able to add a desirable product to the product mix (as determined by the Board). (4/2/07)

C.) Requirements:

1. Vendor Residence and Place of Production Requirements: All vendors joining the market for the first time after September 2000, or after an absence since September 2000

during which they did not maintain an active voting membership, must reside and produce on Bainbridge Island to sell in any non-farm category and must reside and produce on Bainbridge Island or within North Kitsap (as defined by school district boundaries) to sell in the farm category.

The Board reserves the right to make exceptions to the above residence and place of production requirements to give precedence to those applicants whose product or presentation is of exceptional and consistent quality and is of particular value in enriching the general mix of products at the Market. A decision of two-thirds majority of the Board is required to make such an exception. (4/2/07)

2. Dues: An application is not completed until all dues determined by a schedule adopted by the Board are paid. (See Section 4, for dues schedule.)

3. Product Requirements: Only handmade, homemade or homegrown products, produced or harvested by the vendor, can be sold at the Market and must be approved by the Board or the Applications Committee.

BIFMA reserves the right to prohibit anyone from selling or any product from being sold and is not responsible for loss or property damage. Only BIFMA members can sell at the Market. If another family member is producing a product, that person must also be a member to have his/her product sold at the Market. (3/27/01)

4. Product Mix Requirements:

Rule of Two: In order to maintain a sustainable Market for the members and the public, a baseline of two related non-farm products in nine broadly defined categories has been established. (3/19/07)

- a. Processors - jams, jellies, vinegar and other food
- b. Processors - bread, pastries and other baked goods
- c. Craft - soaps, lotions, skin care products and other products
- d. Craft - glass and ceramics
- e. Craft - clothing, blankets and other textile and fabric arts
- f. Craft - jewelry
- g. Craft - paintings, prints, photos and all other two dimensional media
- h. Craft - sculpture, stepping stones, furniture, basketry, metalwork, woodwork and all other miscellaneous craft products.
- i. Concessionaires - freshly prepared foods (3/26/07)

The Board, or a subcommittee thereof, may approve more than two products in any non-farm category if it determines in its best judgment that there will be no material adverse effect on the Market, its members or the public. Material adverse effect may include such factors as the effect of oversupply on price or any product, an imbalance in the nature, type or selection of vendors, or other factors that the Board reasonably believes will harm the Market.

No baseline is established at this time for farm products, but the Board may determine in its best judgment that category limits are appropriate in the future to prevent a material adverse effect on the Market, its members or the public. Material adverse effect may include such factors as the effect of oversupply on price or any product, an imbalance in the nature, type or selection of vendors, or other factors that the Board reasonably believes will harm the Market.

5. Licensing Requirement: Each vendor is responsible for obtaining and maintaining all current relevant city, county, state and federal permits and licenses (may include food handler's and health permits, sellers permit from the State Board of Equalization, City of Bainbridge Island Business License, a tax ID#, and others when applicable). Please consult the Kitsap County, WSDOL or WSDA web sites. License numbers and/or copies of current licenses and permits must be provided by the vendor on the market application. (1/06)

Washington State Farmers' Market Association (WSFMA) requires that all BIFMA vendors who are food processors must display copies of their licenses in their booths at all times. (4/2/07)

6. Gross Sales Requirement: In order to qualify for membership in WSFMA, BIFMA is required to meet certain thresholds for reported gross sales in each of four categories defined by WSFMA: farmer (over 25%), producer - farmer and processor (over 50%), and other - crafter and miscellaneous (less than 50%). In the event that at the end of a season BIFMA finds that it did not meet those thresholds, BIFMA reserves the right to adjust its admissions for membership requirements in the following season to the degree it reasonably believes is necessary to meet WSFMA requirements for the current season. The Board further reserves the right to set higher threshold requirements for gross sales percentage attributed to farmers. (4/2/07)

4.) MEMBERSHIP CATEGORIES AND OTHER MARKET PARTICIPANTS:

A.) Voting Members: Dues are \$40. To qualify for Voting membership a completed application has to be approved by the Applications Committee (which must consist of at least three Directors) or by the simple majority of the Board (also consisting of at least three Directors.) A Voting membership entitles a vendor to sell at the Market throughout the season, to cast one vote on BIFMA motions, and to accrue seniority. Eligible vendor categories are: farmer, crafter, processor, and concessionaire. Non-eligible categories are: non profit and contract vendor. First year farm vendors may receive a subsidy of half price off their dues. (4/2/07)

B.) Limited Members: Dues are \$20. To qualify for a Limited membership a completed application has to be approved by the Applications Committee (which must consist of at least three Directors) or by the simple majority of the Board (also consisting of at least three Directors.). A Limited membership entitles a vendor to sell at the summer Saturday Market and/or Wednesday Market, depending on conditions under which a Limited membership was approved, on a space available basis through-out the season, but may be further limited by market mix and other conditions. This category is non-voting and does not accrue seniority at the Saturday summer market.

Effective 4/2/07, some Limited members chosen on the basis identified in Site Selection procedures may accrue seniority for the Wednesday Market only. Annual dues may be applied toward Voting membership in the same season. (4/2/07)

C.) Temporary Members: Annual dues are \$5. To qualify for a Temporary membership, a completed vendor application must be approved by the Applications Committee or by the simple majority of the Board. Temporary membership entitles a vendor to sell at the Market on a space available basis, once per season, and is limited by market mix and other conditions. This membership is non-voting and does not accrue seniority. Annual dues may be applied toward a Limited membership or a Voting membership in the same season.

D.) Winter Market Members: Any person or entity desiring to become a Winter Market member shall complete an application, which application must be approved by at least three Directors or a Committee authorized by the Board. Winter Market members shall pay membership dues and any other fees in accordance with a schedule adopted by the Board. Members who have a Voting membership do not have to pay Winter Market membership dues during the same season. A Winter Market member is entitled to sell at the Winter Market throughout the Winter Market duration. Attendance as a Winter Market member counts toward seniority only as it applies to the Winter Market. Winter Market members do not have Voting Rights. (4/25/02)

E.) The Children's Market Vendors: There are no annual dues for this type of vendor. The fee to participate is \$1.00 per child per market, and vendors are not members of BIFMA. The Children's Market will be run along the same rules as the main Market regarding farm products. Handcrafted items and products may not include any products that are applied

externally or internally to the body, due to liability to the Market unless the child's parents take on that responsibility. There must be a Children's Market Manager in charge of the Children's Market. (4/17/03) Children's Market vendors will be placed based on availability of space and are subject to the Rules of the Children's Market (4/2/07).

F.) Contract Vendors: Contract processing fee is \$30. This type of vendor is a participant in the Market but is not a member of BIFMA. This is a non-voting category and does not accrue Seniority.

G.) Non-Profit Groups: Application fee is \$5. Booth fee is \$1 per day. (4/17/01) This type of vendor is a participant in the Market but is not a member of BIFMA. This is a non-voting category and does not accrue seniority. The Non-Profit Group Application fee entitles the non-profit group to have a space at the Market on a space available basis only, as determined by the Market Manager. Non-profit groups are allowed for the purpose of education of the public and cannot sell products or raise funds, proselytize, or campaign for their organization. The Market is not a forum for political or religious activities.

Exceptions to the above are the 4-H Club, which has a seasonal space assignment at the Market and accrues seniority, and the Kitsap County Master Gardeners and the Natural Landscapes Project, which are authorized to attend on alternate weeks. These groups shall provide their own canopies, tables, and chairs. (1/11/05)

5.) SENIORITY: BIFMA recognizes two types of Seniority.

A.) Market Seniority is defined as cumulative years of membership as a Voting member.

Effective 4/2/07, Market Seniority is defined as years during which a voting membership is held and during which a member vended at least five market days at Saturday, Wednesday or Winter Markets.

B.) Booth Seniority is defined as cumulative days a vendor spent at any particular location in the course of a season and in preceding years. Booth Seniority may be used by the Board to determine permanent space assignment at the beginning of the season, unless there are other critical factors the Board has to consider.

Effective 4/2/07 Market and Booth Seniority will be considered separately for Saturday and Wednesday Markets.

6.) SITE SELECTION: Permanent site selection for the **Saturday Market** shall occur ONLY on site one week prior to the opening of the Market. Spaces will be assigned by the Board or the Applications Committee (consisting of at least three Directors) according to the following precedence;

A.) Returning Voting members who attended at least half of the previous year's Saturday Market days and want to return to the same booth location.

B.) Returning Voting members who attended at least half of the previous year's Saturday Market days and want to move to a new location (priority based on Seniority).

C.) Returning Voting members who attended less than half of the previous year's Saturday Market days.

D.) Contract Vendors

E.) Returning Voting members who were absent for a season or more and retained their membership during their absence.

F.) New Voting members, with precedence as follows; Bainbridge Island Farmers, North Kitsap Farmers, Bainbridge Island processors, crafters and concessionaires.

Permanent site selection for the **Wednesday Market** shall be determined at the seasonal opening of the Wednesday Market. Spaces will be assigned by the Board or the Applications Committee (consisting of at least three Directors) according to the following precedence, with precedence within any subcategory determined by seniority unless otherwise noted;

A.) Returning Voting members in farm category who attended at least half of the previous year's Wednesday Market days and want to return to the same booth location.

B.) Returning Voting members in farm category who attended at least half of the previous year's Wednesday Market days and who want to move to a new location (priority based on seniority).

C.) Returning Voting members in farm category who did not attend last year's Wednesday Market.

D.) Contract Vendors

E.) Returning Limited members in non-farm category who do not have permanent space assignments for the summer Saturday Market and who attended more than half of the previous year's Market days. (Priority within this category will be determined by the Board.)

F.) New Limited members and returning Limited members, in non-farm category who attended less than half of previous season's market days. (Priority within this category will be determined by the Board, based primarily on product mix and craft jury results.)

G.) Returning Voting members in non-farm category. (Priority within this group will be determined by the Board, based on product mix and seniority.)

Site selection for the Winter Market will be made by the Market Manager based on previous years' records and other considerations.

In the event of a dispute over permanent site selection that can not be resolved using seniority records and the guidelines listed above, the Board will resolve the conflict based on the best interest of the overall Market through a vote of simple majority.

The Board reserves the right to make exceptions to the above precedence when other considerations become important in the smooth functioning of the Market. An exception must be approved by at least a two-thirds majority of the Board.

In the event of a need for more space during Market days, the Market Manager may require vendors with the lowest seniority and/or inventory to temporarily share spaces. A vendor who wants to appeal the Market Manager's decision must do so in writing and submit it to the Market's mailing address. A decision by the simple majority of the Board, at the next regularly scheduled Board meeting, will constitute the final resolution of any conflict.

Space for vendors whose memberships have been received after the annual membership application deadline shall be given on the basis of availability, rule of two, and other relevant considerations by the Market Manager on a weekly basis. The Market Manager will endeavor to place such vendors in the same location when possible so that return customers may easily find the desired product.

7.) VENDOR CATEGORIES:

A.) Farmer; To be considered a Farmer, at least 50% of gross sales must be farm products grown by the vendor. Included in, but not limited to this category, are fresh fruits and vegetables, herbs, eggs, nuts, honey, milk, mushrooms, poultry, fish, meat, fresh flowers and

plants. Also included in this category are processed and crafted items whose primary ingredients (defined as greater than 50% by volume or value) are farm products grown by the vendor. This type may include, but is not limited to, jam, jelly, syrup, salsa, dried fruit, cheese, yogurt, smoked meat, fresh and dried bouquets, wreaths, and beeswax candles. The Applications Committee determines whether a product qualifies for the farm category. All products must be grown or produced by the vendor on Bainbridge Island or North Kitsap. The Market is for fresh, locally grown products and is NOT an outlet for wholesale products. (1/06)

B.) Processor: These are items not prepared on site and are intended for take home, including pastries, cookies, granola, pasta, muffins, breads, pies and processed farm food products not grown or harvested by the vendor. All products must be prepared by the vendor from raw ingredients. The vendor must be an active owner/operator of the business and may not operate under a franchise agreement. It is the responsibility of the vendor to maintain all necessary food handling and health permits and comply with local, county and state regulations. Product liability insurance is strongly encouraged. (1/06)

C.) Crafter: Crafts must be handmade by the vendor from individual ingredients. Products not allowed include those made from kit assembly, direct resale of commercially available products (including hand decorated commercially prepared clothing). Reformulating or repackaging of commercially prepared products or bases must demonstrate significant added value. Representative photos with descriptions for all new products must be submitted with the application. All new craft products and product lines introduced on the application at the beginning of the season or added later in the season will be juried before being approved for sale at the Market.

The jury will determine the value of the product to the Market product mix based on quality of craftsmanship; originality and quality of design; presence of agrarian skills, themes and images; and other considerations.

The jury will consist of the Market Manager, at least one Board member and at least 1 craft vendor (total of 3). New craft product lines must be submitted to the jury by March 1st to be considered in space assignments. Samples and photos with descriptions submitted by Booth Assignment Day may be considered for inclusion on Opening Day if a vendor has already been approved based on other products. Samples and photos with descriptions submitted after the opening of the Market will be juried and considered for admission by the next regularly scheduled meeting of the Board at the latest. (4/2/07)

D.) Concessionaire - Freshly Prepared Foods: Allowed are freshly made foods available for sale and immediate consumption on site. The vendor must be an active owner/operator of the business and may not operate under a franchise agreement. It is the responsibility of the vendor to keep current with all the necessary food handling and health permits, as well as to comply with local, state and federal regulations. Product liability insurance is required.

E.) Contract Vendor: Vendors who live outside the geographical boundary of the BIFMA whose product is determined by the board to be a highly desirable addition to the product mix of the Market. Contracts are for participation in the Market for a period of one calendar year and are negotiated between the Board and the vendor. Contract vendors do not vote or accrue seniority.

F.) Other: Products or services that do not fall under any of the above categories.

8.) VENDOR RESPONSIBILITIES:

A.) Vendor Etiquette: Vendors are required to act in a courteous, responsible, and professional manner in all BIFMA-related interactions including; but not limited to: Market site communications, e-mails, list serve, and telephone conversations. Failure to comply can result in permanent removal from the Market. No vendor shall approach a Director who is vending at the Market and disrupt their business with complaints or questions about Market or BIFMA business. Formal complaints must be in writing. (See section 13)(4/28/07)

B.) Sales Reporting: ALL Vendors must submit a report of total gross sales from their previous Market day to the Market Manager before the end of the next sales day. Every vendor (even those sharing booth space) must submit his/her own sales report. Sales reports are confidential and are used for tracking Market sales and growth. The gross sales amount must be categorized as follows;

- Farm products - grown by, or whose primary ingredients are grown by, the vendor
- Processed products - the main ingredients were not grown by the vendor
- Crafts
- Concessionaire - food prepared for consumption on site
- Contract vendor products
- Other (1/06)

C.) Liability: All vendors are strongly encouraged to obtain general liability insurance. Concessionaires are required to have Product Liability insurance; processors are strongly encouraged to have liability insurance.

D.) Vehicle Loading/Unloading: All vendors must be in their assigned booths by 8:30 a.m., including those with truck locations, and vendors' vehicles must be moved to the designated parking areas. No vehicular traffic is permitted on the site after 8:30 a.m. or before 1:15 p.m. A vendor may leave the site prior to 1:00 p.m. only at the discretion of the Market Manager and only when doing so can be done in a safe manner. All vendors must begin breaking down at 1:00 p.m. and vacate the site by 2:00 p.m.

E.) Signs: Each booth space must display a sign identifying the farm or business by name. (10/10/02)

F.) Maintenance of Space: Vendors are responsible for keeping their space attractive and free of trash during the market hours. Vendors are responsible for removing all trash and debris at the close of business. Vendors may not dispose in Market trash bins any trash not generated at the Market. (1/11/05)

G.) Use of Canopies and Umbrellas: All vendors who wish to erect canopies (including umbrellas) on the Market site during the normal period of operations, including during set up and break down, are required to have their canopies anchored to the ground from the time their canopy is put up to the time it is taken down, in accordance with the rules of the Washington State Farmers' Market Association. (1/11/05) An anchor shall consist of a weight equal to or greater than 25 lbs at each of the four corners of a canopy and securely tied to it. (4/2/07) Any vendor who fails to properly anchor his or her canopy will not be allowed to sell at the Market on that day, unless that vendor chooses to take down and stow their canopy and sell without it.

H.) Attendance of Membership Meetings. All Members of BIFMA are required to attend all regularly scheduled and announced General Membership Meetings.

9.) BOOTH FEES: The fee for a space at the Market is based on space size and location.

Regular and Truck Space: The fee for a 10x10 space or a 10x23 truck space is \$25. (3/18/04)

Corner Space: The fee for an outside corner space is \$28. (3/18/04)

Trash: A \$1 fee will be assessed to vendors producing trash (7/10/01)

Electricity: No fees will be assessed for the use of power. Extension cords must be 12 gauge.

Children's Market: \$1 per week per child.

Wednesday and Winter Market: Booth fees will be determined annually by the Board.

10.) FINES: If a vendor does not arrive by 8:30 a.m. on the day of the market, OR fails to notify the Market Manager by 9 p.m. on the Wednesday prior to the market day that he will not attend a scheduled Market, OR fails to submit a properly completed sales report, the following fines apply:

1st occurrence - warning, no fine

2nd occurrence - \$5

3rd occurrence - \$10

4th occurrence - \$20 and referral to the Board (1/06)

Vendors whose businesses create trash are required to remove that trash from the Market site before they leave for the day. Failure to remove your trash will result in a fine of \$5.00 per can; minimum fine \$5.00; maximum fine \$10. (4/28/07)

11.) FARM INSPECTIONS: All farms are subject to inspection by members of the Board to ensure compliance with product guidelines.

12.) SELLING OF ANIMALS: In cooperation with the Kitsap Humane Society, no live animals may be sold or given away at the Farmers' Market. Animals may be marketed and offered for sale; however, all transactions must occur at the seller's domain.

13.) ENFORCEMENT AND DISPUTES: The Market Manager has on-site authority to enforce all Rules and any contractual or legal obligations BIFMA has entered into. This may include, but is not limited to, requirements for site lease established by the City of Bainbridge Island, requirements for membership and site insurance established by Washington State Farmers' Market Association, and any other requirements established by federal, state and local regulatory agencies. The Market Manager may convene the Rules Committee (consisting of three Directors) to interpret Market Rules in relation to a specific situation.

If a vendor does not abide by the Rules or orders of the Market Manager, the Market Manager may take any reasonable action deemed appropriate to ensure the smooth and legal functioning of the Market. Such actions may include a warning, a fine, and an immediate barring of a vendor from selling at the Market on the particular day of the incident and all other days before the next regularly scheduled Board meeting. The Market Manager shall document all such incidents and submit a report to the Board Secretary within two days or sooner. BIFMA reserves the right to inspect and document the conditions of any vendor's booth by the Market Manager or any three Directors.

A vendor may appeal any decision of the Market Manager within two weeks of the Market Manager's actions. An appeal must be presented in writing to the Board at the BIFMA mailing address. A vendor may also file a formal complaint with the Board in writing to the BIFMA mailing address.

The Board reserves the right to take action on a complaint or an appeal, which may include issuing additional warnings, issuing additional fines, barring a vendor from selling during any number of Market days including the remainder of the season, and revoking of a vendor's membership. The Board further reserves the right to dismiss a request for an appeal on the basis of procedure or other legal considerations. A decision by the Board shall constitute a final decision on any appeal or complaint. A member of the Market is entitled to receive in writing a response to his or her appeal or complaint in a timely and reasonable manner. (4/2/07)

14.) REPRESENTATION IN PUBLIC FORUMS: No member of BIFMA or any other person is authorized to speak on behalf of BIFMA or the Market in regards to social, environmental, religious, political or any other issues in any public forum. Any representations made in such forums will be made only by the authority of the Board or any person authorized by the Board. (4/2/07)

15.) NON-DISCRIMINATION POLICY: The BIFMA opposes discrimination of any kind and expects each member or vendor to take appropriate steps to avoid and prevent any and all types of harassment or discrimination, including that based on race, color, creed, sex, religion, sexual orientation, age, or nationality.