

# PZ Farmers' Market Bylaws 2009 (pzfarmersmarket.org)

## **Article 1: Name/ Market Location**

***Princeton Farmers' Market*** will be located at Princeton Mall Parking Lot, 111 Rum River Drive, Princeton, Minnesota. 55371.

***Zimmerman Farmers' Market*** will be located at Fremont and 2<sup>nd</sup> Street. West, Public Parking Lot, address, Zimmerman, Minnesota. 55398.

## **Article 2: Hours of Operation**

The ***Princeton Farmers' Market*** will operate from 8:30 a.m. to noon each Saturday from May 9, 2009 to October 24, 2009 - **Setup time is 7:30 a.m. to 8:30 a.m. and all members are to vacate parking area by 12:30 p.m.**

Approval of the Market must be granted by the Princeton Chamber of Commerce Board as directed by the Government of the City of Princeton each year.

The ***Zimmerman Farmers' Market*** will operate from 3:00 p.m. to 6:30 p.m. each Tuesday from May 19, 2009 to October 20, 2009. **Setup time is 2:00 p.m. to 3:00 p.m. and all members are to vacate parking area by 7:00 p.m.**

Approval of the Market must be granted by the Zimmerman Chamber of Commerce Board of Directors as directed by the Government of the City of Zimmerman each year.

## **Article 3: Affiliations**

The Market organization is affiliated with the Minnesota Grown Promotion and is a member of the MFMA (Minnesota Farmers Market Association ([www.mfma.org](http://www.mfma.org)), MFVGA (Minnesota Fruit & Vegetable Growers Association) ([www.mfvga.org](http://www.mfvga.org)), and The National Farmers Market coalition.

## **Article 4. Members**

All members are Minnesota Farmers and Growers within a radius of 45 miles of the City of Princeton/Zimmerman and pay their annual membership fee, by June 30 of each year. **(see Article 6 O)**. *Members can be removed from membership for violating rules of Article 6 and upon a majority vote of the membership after a due process hearing. The market manager can suspend a membership until the membership hearing is conducted.*

## **Article 5. Meetings/Bylaw Amendments**

The Market Members will meet annually to elect a market manager who is responsible for establishing a market-advertising program, collecting stall fees, and acting as treasurer of funds, communicating with local officials and enforcing market rules under Article 6. Market Members may adopt or amend Bylaws by a majority vote of membership. **Each member is entitled to one vote.**

***Assistant Market Manager at Princeton will collect weekly stall fees.***

## **Article 6. Market Rules**

- a. All agricultural items sold must be grown or raised by the participating farming/member family. (Retailing of wholesale produce is not allowed).
- b. All items should be sold by bulk, bundle, or individual item. Not by weight units of measure, unless the seller has a Minnesota State Certified Scale.
- c. Live stock animal sales or domestic animal sales are prohibited.
- d. Market members are allowed to co-op sell produce and product grown and raised in Minnesota by other market members not present at the market at time of sale but not as a wholesaler.

- e. Craft type items and cookbooks can be sold by the participating members only if item is an extension of product produced and raised by the farmer/grower. Examples: sheep wool, dry flower arrangements, leather items, cookbooks with recipes related to produce sold.

Product produced = homegrown for at least 30 days grown on farm/garden to qualify as extension of product.

- f. All members should carry product liability insurance as a rider on their Farm/Home insurance policy since the Market is not an incorporated entity. *The Market does carry General Commercial Liability that covers all members. Liability covers all registered members and indemnifies the City of Princeton and the City of Zimmerman if the market is on public space.*
- g. Processed food items should be sold with a valid processing license or complies with the Minnesota Litchfield labeling law requirements. *\$5000 annual sales of process food items. Items sold must comply with MN State Statute 28A. All produce sold must comply with (COOL) Country of Origin Labeling.*
- h. Produce sold, as Organic must have originated from an organic grown Certified Farm.
- i. Farmers/growers that are not Certified Organic can advertise or sell produce as “Chemical Free” if they practice chemical free farming.
- j. Customer Satisfaction Guarantee Clause-Product satisfaction by the market customer is important to maintaining a viable market. Customers buying products from the market, if not satisfied by the product purchased will be refunded or product replaced free of charge with no questions asked by the product seller. If the customer complaint is lodged the week after the product was sold and the market member is not participating in the market that week, the customer will be re-funded for that purchase by the Market manger with no questions asked up to a total value of \$20.00 per customer. Upon which the market manager will seek reimbursement from the seller or member.
- k. Customers that display a habitual dissatisfaction, or appear to be abusing the satisfaction guarantee clause will be handled by the Market manager on a case-by-case basis.
- l. Front and Back entrance of market area will be block off with cones, to prevent accidents. Only those individuals who are handicapped and unable to get out of their car will be allowed to move through market aisle. They will need to contact a market person at either the entrance or exit to get the cones moved so they can move through the market aisle.
- m. **Princeton Market only** - members coming after 8:30 a.m. will park at the end of the market aisle, parking after last stalls occupied. Market members that pay the entire seasonal fee (\$120.00) upfront by the due date agreed to (April 10, 2009) will receive an assigned stall (stall is two parking spaces). These individuals must be in assigned area by 8:00 a.m. or their stall will go to other market members that do not have assigned stalls. Note: if a car is parked in the market area and in an assigned stall location, market member will move down to the next available stall. For those market members that have assigned stalls and will not be attending the market until later in the season, you must notify the market manager so your stall can be used by other farmers/growers. Anchor farmers are expected to be at the market for 80% of expected market days.
- n. **Princeton Farmers’ Market** - All market members are responsible for taking and paying their fee to the assistant manager for Saturday market.
- o. Any famer or grower who is interested in selling at either the Princeton or Zimmerman farmers market (based on availability) must complete the membership application and pay the membership fee no later than June 30, of the current year. (Note: only those individuals that were members last year will be grandfathered in for 2009 only).
- p. According to the Minnesota Department of Agriculture (operational guidelines) for Farmers Markets, the only animals allowed in the area of operation are police dogs and service animals, such as patrol or handicap assistance dogs. (Note: a sign will be placed in the market area to notify customers.)

- q. The overall market manager will not pay stall fees. The market manager for Zimmerman will not pay stalls fees at Zimmerman market. The assistant market managers will not pay fees at their respective markets. **(Note, all managers/assistant managers will, however pay their membership fees.**

#### **Article 7. Farmer/Grower compliance checks**

The Market managers have the right to inspect participating member farms or gardens, to verify produce sold at market is Minnesota Grown and not purchased wholesale for retail sale.

#### **Article 8. Fees and use of Funds**

All collected fees are to support the market's advertising campaign, association dues, insurance expenses, supplies, Web site/domain name and bags. The following fees apply:

Farmers' Market Membership fee:                                 \$20.00 for one market or  
   \$40.00 for both Princeton and Zimmerman markets

Minnesota Grown License   \$20.00  
(Application available [www.mda.state.mn.us/mdaforms/default.htm](http://www.mda.state.mn.us/mdaforms/default.htm) or from market manager or assistant market managers)

Market Members Stall fees each visit:                                 \$ 5.00  
Stall fees are charged each week and at each market, Membership fees are annual.  
Market member (Anchor Farmer) seasonal (membership & stall fees) - \$120.00. (See article 6, m.)

#### **Article 9**

The ***Princeton Farmers' Market*** maintains a sign on the (O'Reilly's Auto Parts )stanchion and is responsible for its maintenance as outlined in an agreement letter between O'Reilly's Auto Parts and The Princeton Farmers' Market.

The ***Zimmerman Farmers' Market*** maintains a permanent information sign on the entrance - Fremont & 2<sup>nd</sup> Street West to the public parking lot, and is responsible for its maintenance as outlined in an agreement letter between City of Zimmerman and The Zimmerman Farmers' Market. The market has two foldout signs that are setup along Fremont Lane only during operation of market and will be remove after market closes.

**Two Thousand nine (2009) Market Manager for Princeton is Dan Whitcomb, he was elected to serve until April 2010. Assistant Managers, Shirley & Delmas Hines, and for collecting Saturday fees is Joyce & Ron Neumann**

**Market Manager for Zimmerman is Shirley Hines, she was elected to serve until April 2010. Assistant manager Jim Beck will collect Tuesday fees and other items required by manager.**

**Bylaws approved by full Membership on March 28, 2009 at Princeton Library.**