

Guidelines for the Wake Forest Farmers' Market

Mission Statement

The Wake Forest Farmers' Market is a public-service, non-profit organization whose primary mission is to encourage, support, and promote the entrepreneurial efforts of local, independent, and small-scale farmers seeking to sell farm products directly to the consumer and operating independently from large corporate or factory farms. Inherent in this mission is serving the community and the consumer who benefit from the availability of these farmers' products. Secondary goals are to educate the consumer about the many benefits to the individual, the community, and the environment of buying locally produced food, and to enhance and enrich the community and culture of Wake Forest.

Operation

The WFFM (Wake Forest Farmers' Market) regular season is from 8am to noon on Saturdays, beginning on the first Saturday in April and continuing through the third Saturday in November. Winter Market dates are 1st and 3rd Saturdays, Dec thru March, with the exception of the 1st Saturday in January. Winter hours are 10am to noon. The WFFM is located in the municipal parking lot between 110 and 150 South White Street in downtown Wake Forest.

The WFFM will operate in a manner consistent with the spirit of the goals of the Town of Wake Forest and in cooperation with the downtown community.

Who May Sell

- 1) Only member vendors of the WFFM may sell at the market. Member vendors are those producers who have filled out a membership application, paid the annual dues, and have received notification from the WFFM Board of Directors that their application has been approved. The annual dues will be refunded promptly and in full to any potential seller whose application is rejected by the Board.

Family members or partners within a single enterprise together count as one WFFM member (allowed one selling space at the market, allowed one vote at meetings, charged the annual dues only once, etc.).

- 2) Member vendors are responsible for staffing their booth, stand, or stall at the market. A member vendor may arrange for a representative to staff his or her booth. Representatives who are not also members of the WFFM may not sell their own products at the market; they are limited to selling items produced by the approved member vendor.

What May Be Sold

- 3) Only farm products, value-added farm products, and a limited number of certain craft items may be sold. (Permission to sell any product is subject to the market guidelines in addition to any applicable restrictions imposed by law or by our agreement with the town and/or the DRC.)

farm products

fresh produce or other freshly harvested plant products, fresh animal products, live plants

Examples: fruits, vegetables, nuts, grains, cut flowers, bedding plants, fresh eggs, wool, honey, meat from farm animals

value-added farm products

edible products made almost entirely from farm products, from the parts of plants or animals raised on the farm, or from the by-products of farm activities

Examples: dried herbs, preserves, jams & jellies, pickles, home-made baked goods

craft items

At the discretion of the Board of Directors, and with consideration given to the mission and spirit of the market, the market appearance and atmosphere, and the goals of the Town of Wake Forest for the downtown community, a limited number of craft items (no more than 25% of the combined inventory of all market vendors) may be approved for sale at the WFFM. These will be limited to hand-crafted items made by a WFFM member vendor at home or on the farm. Artwork or craft items produced from local materials, relating to farming, and/or intended to supplement farm income will be given preference by the Board of Directors. The approval of craft items for sale at the WFFM is recognized as an inherently subjective process, and the Board of Directors is entrusted with that responsibility. The Board welcomes input from the general WFFM membership regarding the approval of any application to sell craft items. Artisans producing craft items are encouraged to include information about the sources of their local materials or the history of their craft.

- 4) Only products listed on the member vendor's approved application may be sold, unless special permission is given by the Board of Directors.
- 5) All items for sale at the WFFM must have been raised, grown, made, or produced within 75 miles of downtown Wake Forest.
- 6) All items for sale at the WFFM must have been grown or produced by the WFFM member vendor whose name and address appear on the application form.

- 7) Each member vendor will determine his or her own prices. Prices must be clearly marked or posted.
- 8) To safeguard the reputation of the WFFM, all member vendors must abide by state and local food safety and health regulations. It is the responsibility of each member vendor to be aware of and to maintain compliance with any such regulations that apply to his or her products and maintain proper documentation at their booth.
- 9) On-farm inspections may be required at the request of the Board of Directors if the Board has any questions about any item being sold at the WFFM

Finances

- 10) Each member vendor of the WFFM is required to pay annual dues in the amount of \$50.00. In addition, the operator of each booth, stand, or stall at the WFFM must pay a weekly set-up fee of \$10.00. Set-up fees for each month are due on or before the first market day of each month. Member vendors may share a booth but each vendor must pay the required set up fee. Copies of the guidelines used by the Market Manager to collect set-up fees are available at the WFFM meetings and upon request. Guest vendors may apply for shortened seasons of 6 weeks or less for a \$25 membership fee and the \$10 weekly set up fee.
- 11) Annual dues, set-up fees, donations, revenue from fundraisers, and other funds received by the WFFM will be used to pay for advertising, signs, permits, special events, promotions, and other expenses related to the WFFM. The WFFM is a non profit organization, and the members of the Board of Directors, while reimbursed for their material expenses, are not paid for their time, effort, skills, or expertise.

Use of the Facilities

- 12) Selling spaces will be assigned by the Market Manager (who is appointed by the Board of Directors). The Market Manager will consider safety, customer expectations, pedestrian traffic flow, product presentation and general appearance of the market, vendor commitment, seniority, and vendor preferences in assigning selling spaces. All disputes will be resolved by the Board of Directors. Any member vendor whose inventory requires special facilities or care is expected to provide for those needs him- or herself. Copies of the guidelines used by the Market Manager to allocate selling spaces are available at the WFFM meetings and upon request.
- 13) Vendors are required to set up their booths, stands, or stalls by 8:00am. No vehicles will be allowed to move into or out of the market area between 8:00am and 12:00noon. With the exception of vehicles directly from which vendors are selling their products, all vehicles must be removed from the market parking lot by 8:00am. Vendors are asked not to park on the street, but in the municipal parking lot across the street from the market. It is our intent to

leave the street spaces and the parking spaces in the lot adjacent to the market available for customers of the market and of the other downtown merchants.

- 14) Each vendor is responsible for providing and securely anchoring tents, tables, canopies, etc and cleaning up the area around his or her selling space both during and after the market. Use of the market space is a privilege that may be revoked if a vendor fails to keep the area safe and clean.

Vendor Participation

- 15) In signing and submitting an application form to the WFFM, the individual vendor is making a commitment to sell at the market every Saturday of the season, with the exception of those Saturdays for which the member vendor has notified the Market Manager in advance that he or she will not be participating in the market. Vendors who only intend to sell for part of the season are welcome, but for planning purposes, they must let the Market Manager know in advance when they will not be there.
- 16) Member vendors are expected to attend the annual WFFM general membership meetings. If a vendor cannot attend this meeting and wishes to participate in the market, he or she must speak in person or by telephone with a member of the board prior to selling at the market.

Board of Directors

- 17) A five-member Board of Directors shall be elected by a simple majority of the paid member vendors present at the annual meeting of the general membership of the WFFM. Any member vendor may nominate him- or herself for a seat on the Board of Directors. The board members are elected for two-year staggered terms beginning November 1st and continuing through October 31st of the year in which that board member's term expires. The election shall be conducted by secret ballot, with each WFFM member vendor whose dues and fees are paid allowed one vote. (Only one vote per paid membership is allowed.)
- 18) The responsibilities of the Board of Directors include, but are not limited to, approving both membership applications and items to be sold, supervising contracted market manager, collecting annual dues and set-up fees, obtaining publicity and advertising for the market, obtaining required permits for the market, planning special events, managing the WFFM's records and finances, settling disputes between members of the WFFM when necessary and appropriate, clarifying both the letter and the spirit of the market guidelines, representing the market in communications with the Town of Wake Forest and with the DRC, and other duties as needed. The Board has some latitude and discretion in exercising its authority in order to fulfill these responsibilities in a manner consistent with the mission and goals of the WFFM, the DRC, the downtown community, and the Town of Wake Forest. In recognition of the fact that occasionally new issues may arise pertaining to the market's operations and procedures, and of the impossibility and impracticality of addressing all such issues in

advance, the Board has the authority to make decisions regarding any such market issues that have not been specifically addressed in this document.

- 19) All WFFM member vendors will be given reasonable notice of all planned board meetings. Board meetings shall be open to all WFFM member vendors for observation, although only board members will be allowed to participate and vote at board meetings.

Conflict Resolution

- 20) All members of the Wake Forest Farmers' Market agree to abide by the WFFM Grievance Policy for resolving disputes. Copies of this policy are available at the WFFM meetings and upon request.

The WFFM Grievance Policy requires all members to make a good faith attempt to resolve all disputes cordially and privately before filing a grievance report with the WFFM Board of Directors. If a sincere attempt by both parties to resolve the dispute is not successful, and before any further action by the Board of Directors will be taken, a grievance report must be completed by both the complainant and respondent and signed by 1) the complainant, 2) the respondent, and 3) two witnesses to the signatures who are member vendors of the WFFM.

- 21) If a two-thirds majority of the WFFM member vendors agree in writing to remove any board member from his or her position on the WFFM Board of Directors, that board member shall be removed from the board immediately. In the event of a Board vacancy, The BOD will appoint an interim Director to serve until the next regularly scheduled election.
- 22) If the Board of Directors believes that a member vendor is refusing to comply with market guidelines, has become a disruptive influence in the market or at WFFM meetings, or is damaging the market's ability to fulfill its mission, the Board may call a special meeting of the general membership of the WFFM to vote on whether the membership of the vendor in question should be revoked. A simple majority vote of the paid member vendors present at the meeting is required to revoke a vendor's membership. Vendors whose membership has been revoked may not sell at the market and may not attend market meetings.
- 23) These guidelines may be amended as needed with the approval of a simple majority of the paid member vendors of the WFFM.

Wake Forest Farmers' Market Membership Application Form

Vendor Name: _____

Contact Person (if different from vendor) _____

Address: _____

Address: _____

Telephone: _____ (day) _____ (evening)

Telephone: _____ (day) _____ (evening)

E-mail address: _____

E-mail address: _____

Dates you will NOT be setting up to sell at the market (between the first Saturday in April and the Third Saturday in November, inclusive):

Please list all items that you are requesting permission to sell
(refer to the definitions of these three categories in the Guidelines for the WFFM):

FARM PRODUCTS

VALUE-ADDED FARM PRODUCTS

CRAFT ITEMS

If you plan on selling craft items, please indicate what percentage of your inventory will be craft items:

Signing this application indicates that you have read and agree to abide by the terms, requirements, and guidelines outlined in the "**Guidelines for the Wake Forest Farmers' Market**" document. Your signature further indicates that you have read and understand and agree to the following waiver of liability:

The undersigned does hereby release from all liability and agree to hold harmless the Wake Forest Farmers' Market Inc., the market's Board of Directors, and the Town of Wake Forest for any injury or damage suffered or incurred by the undersigned or by employees, volunteers, or representatives of the undersigned in their activities upon the premises of the Wake Forest Farmers' Market. The undersigned also agrees to exonerate and hold harmless both the Wake Forest Farmers Market, Inc and the Town of Wake Forest from any and all liability for injury or damage to their persons caused by the activities of the undersigned or its employees, volunteers, or representatives upon said premises, including, but not limited to, any costs, including attorneys' fees, incurred by the Wake Forest Farmers Market, Inc. and The Town of Wake Forest in defense thereof.

Vendor Signature: _____ Date: _____

Please complete this form and return with season dues of \$50.00 payable to Wake Forest Farmers Market.

Mail to: PO Box 1522, Wake Forest, NC 27588