



Saratoga Farmers' Market Association

RULES AND REGULATIONS

Amended and Ratified December 2, 2009

Amended and Ratified April 18, 2012

Amended and Ratified April 16, 2013

Amended and ratified October 3rd, 2013

Amended and Ratified April 14, 2016

Record of Changes	Page of Effective Changes	Revision	Description of Change	Section & Paragraph Number
April 18, 2012	All	General	General reorganization and editing of all Sections	All
April 16th 2013	2, 7		Addition of language to allow a one-year trial of Seasonal Vendors of Ready-to-Eat food	Section I: p1, 3, 7. Section V: p. 10
October 3rd 2013	2, 7		"Seasonal Vendors of Ready-to-Eat Food" changes made permanent	Section I: p1, 3, 7. Section V: p. 10
April 14, 2016	2		Addition of member representative or employee	Section I: p7

I. MEMBERSHIP

1. Categories of membership are: agricultural, processed food, craft, service, and Seasonal Vendors of Ready to Eat Food. Seasonal Vendors will be selected by the Board of Directors for each seasonal market and shall be designated as members without good standing (as indicated in the SFMA Constitution and Bylaws). Seasonal Vendors of Ready-to-Eat food will not have voting rights in the Saratoga Farmers' Market Association.

2. Applications. Membership applications will be reviewed by the Board of Directors in prior to the start of each Market season.

For the good of the Market the Registrar may, at his or her discretion, contact the Board by email regarding an out-of-season application, for action by the Board.

If any applications come earlier than one month before the first fall Board meeting, the Treasurer will return the check unless the application is acted upon by the Board.

3. Proportion of types of vendors. In recognition that the Association is a “farmers’ market” association, 75%, plus or minus 5%, of the members/vendors must be involved in agricultural production for the market as determined by the Board of Directors. Seasonal Vendors of Ready-to-Eat Food will not be included in the calculations for total percentages.

4. Vendors may present products from outside their primary membership category, provided they occupy no more than 20% of their stall space, and the products are approved by the Board of Directors.

5. Dues Membership dues and market fees are established annually by the Board of Directors, subject to approval of the membership.

6. Work Share. All members will perform a work share for the Market(s) they attend, as directed by the Vice President. Failure to satisfactorily perform the agreed upon work share will result in a fine as assessed by the Board of Directors.

7. Meeting attendance. All members, except Seasonal Ready-to-Eat Food vendors, are encouraged to attend all Association membership meetings. Members or a member’s representative consisting of a family member or employee must attend at least half of the regular membership meetings during each calendar year. Members who are scheduled to be out of the area must notify the Secretary in writing prior to their departure with their forwarding address.

Failure to attend the required number of meetings will affect the member’s standing in the Association with negative results on member’s stall assignment, and the member may be assessed a fine by the Board of Directors.

8. Cancellation of membership privileges. The Association reserves the right to cancel the privileges of any member who, in the opinion of the Board of Directors, has willfully violated the Constitution and By Laws or Rules and Regulations governing the Association and the its Markets.

9. Conduct of employees. Members are responsible for the conduct of all their employees at all times at the markets. The conduct of employees will be considered the conduct of the Members.

10. Inspections. The Board of Directors reserves the right to appoint a committee to inspect any member's farm or establishment with advance notice. Inspections will be made only with the members or their representative present unless written permission is given by the member. Members must provide any help necessary to thoroughly document products and conditions recorded at the inspection. If issues are identified the member will be notified by the Secretary in writing of the results of the inspection within seven days of the inspection.

11. Transfer of membership. Membership rights may be transferred to a relative in the immediate family, pending approval of the Board. If the enterprise is sold outside the family, the rights and privileges of membership in the Association may not be sold with the business.

12. Leaves of absence. The Board of Directors may, at its discretion, grant a leave of absence on a yearly basis to a vendor who applies in writing to the Board. To be eligible for a leave of absence, a vendor must have been actively selling for at least one year at the market(s) for which the leave is requested. The vendor must continue to pay a membership fee and twenty dollars leave of absence fee for each market that a leave is granted. This will guarantee the vendor's position in those markets for the following year.

At the Board's discretion, this space may be assigned to another member on a temporary basis, for that year.

Vendors on leave shall inform the Board on their application of their intent to return to the market site. When the member on leave returns, the member filling their position will either be reassigned to another space, if available, or retain their position on the waiting list.

II SELLING AT MARKET

1. The use of the markets is restricted to members who are bona-fide growers, craft persons, producers of scratch-made products, or other vendors approved by the Board of Directors.

2. Purchasing items for resale IT IS ABSOLUTELY AGAINST THE POLICY OF THE ASSOCIATION FOR ANY MEMBER TO PURCHASE ITEMS AND RESELL THEM AS PURCHASED OR REPACKAGED AT THE MARKETS. Only products produced by a member or his/her household or employee on land owned or rented by that member may be sold or given away at the market, provided the product category was approved on the member's application. Only products produced within the membership areas of Saratoga, Washington, Schenectady, or Rensselaer Counties may be sold at the markets. The Board of Directors has the authority to review and accept applications from vendors outside currently recognized counties on an as needed basis for the benefit of the markets.

3. Penalty for selling items for resale. Any member who is proven to have purchased items and resold them, or who is reported by the Market Manager to have willfully refused to obey the Market Manager's express direction, will be suspended from their markets and from Association membership rights and privileges immediately for a month. A second occasion of this infraction at any point will result in immediate and permanent expulsion from the Association. Any member who has a total of three lesser infractions in one market season or five over two years, assessed by the Board of Directors

and reviewed by the judicial affairs committee, may be permanently expelled from the Association.

4. Stall assignments. Stalls will be assigned by the Board of Directors a minimum of two weeks prior to the start of any Market in accordance with provisions defined in the Association's Constitution and By Laws. All members will receive notification of their markets and stall assignments and items approved for sale.

5. Attendance and Absences. Vendors who are unable to attend a market they signed up for must contact the Market Manager if they expect to miss a market day. If vendors are not in their stall a halfhour before the market starts, the Market Manager may, at his/her discretion, reassign that stall for that day.

6 Setting up at and exiting a Market. The markets will be open regardless of weather conditions. For safety reasons, vendors should have their vehicles in place one half-hour before the opening of the markets. No products shall be bagged or sold until the designated time for the market to open. Once at the market vendors must stay until the market is over.

In case of emergency or special situation where it is necessary to leave early, vendors must consult with the Market Manager.

Each vendor will be responsible for all equipment and supplies for the setup of his or her booth (table, scales, bags, signs, etc).

Vendors must have their market sites dismantled, packed up, and cleaned within a reasonable time of the market closure. Any vendor who fails to follow the rules and regulations will be subject to disciplinary action.

7. Stall sizes. The inside stalls at the High Rock Market are either 16 wide or 8 feet wide. Stalls at other Association-run Markets are (12) feet wide, adjusted at the discretion of the Market Manager. Lawn stalls are 10 feet wide.

Market displays will be no more than 3 feet from posts into pavilion in the center building, 4 feet from posts in the end buildings. No vendor space shall exceed more than 30 feet depth from posts.

8. Identification. Each vendor must identify themselves or their business by use of signs or business cards stating their name and address. Prices for products should be clearly displayed.

9. Samples. Vendors, who provide samples and/or products which result in waste materials (such as corn cobs, rinds, cups), shall provide containers for such waste disposal. All equipment, supplies and any waste products generated must be taken home by the vendor after each Market.

10. Conduct of sales. No products can be sold before the start of the Market's regular hours. Vendors shall remain on their own market space when selling products. Sales shall be conducted in an orderly business manner. No shouting, hawking, or other objectionable means of soliciting shall be tolerated.

Vendors shall exhibit courtesy and cooperation with customers and other vendors selling at the market

11. Vehicles and Parking. No vehicles within the any Market area may be moved during market hours

for safety reasons.

At High Rock Park, one vehicle per vendor stall will be allowed to be parked next to the Pavilions. All other vehicles shall be parked in parking lots. Vendors who set up on the lawn must park their vehicle in the parking lot. Vehicles are not allowed on the lawns.

Parking at all other Association-run Markets will be at the direction of the Market Manager.

12. Approvals of Markets and Products. Market and product items, once approved by the Board for a member at a specific market, will generally be re-approved for the following season provided it is marked properly on the member's application. However, the Board reserves the right to deny an item or product at their discretion. The Board of Directors shall take into account the overall balance of the market when accepting members and their products.

13. Complaints by members. All member complaints must be addressed in writing to the Market Manager or the President.

14. Licenses and permits. It is the responsibility of each vendor to provide the Registrar with all licenses, seals, permits, certifications, sales tax information, proof of insurance, and other requirements for the sale of any items. Each member is responsible for meeting all applicable federal, state, and local laws and regulations.

15. Liability Insurance – Association. The Association shall carry liability insurance to protect the Association and the Board of Directors for their actions on behalf of the Association.

16. Liability Insurance – Vendors. Vendors must carry product and general liability insurance in an amount set annually by the Board of Directors, naming The Saratoga Farmers' Market Association Inc. as "additional insured."

III CRAFT GUIDELINES

1. The purpose of these guidelines is to help preserve the integrity of the Saratoga Farmers' Market. Crafts presented for sale at any Market are to be consistent with the overall "handmade/Homemade" atmosphere of the markets. All crafted products presented for sale at the market must be of high quality workmanship, must be locally produced, designed and executed by the craftsperson and must reflect individual skill and professionalism.

2. A craft vendor is one who mainly sells craft items as opposed to vendors selling mainly agricultural or foods. Craft vendors will not exceed 10% of the total number of vendors signed up for a particular Market in a given year.

3. No more than (1/3) one third of the selling price of a craft item may be purchased materials. Manufactured items may be incorporated into the craftwork provided the vast majority of the product is handmade and reflects the skill of the craftsperson. Copies of another's work or design will not be accepted.

4. Kits or products made from kits are strictly prohibited.

5. If there is a question about a crafted item being made to these standards a written complaint must be made to the Market Manager or the President of the Association. The complaint may be referred to the Crafts Committee or other body as appropriate. The vendor is subject to inspection and it is the vendor's responsibility to produce the receipts and steps taken to produce the item,

6. The Board delegates to the Craft Committee the authority to evaluate crafted items submitted for registration approval and to make its recommendations to the Board. Should a dispute arise, a craftsperson can make a written appeal to the Board for a ruling, which ruling is final and binding.

IV AGRICULTURAL GUIDELINES

1. Members growing bedding plants, hanging baskets or potted plants may grow them only from seeds, plugs, dormant roots or bulbs, or cuttings.

2. For vegetables, rental of local fallow land is permitted. Rental of land supporting orchards and small fruits is permitted by members who are in full control and supervision of the individual steps of production with a majority of their own machinery and labor. A map must be submitted with the application, clearly indicating the rental land location, and the name and address of the owner.

3. Livestock, dairy and poultry vendors may rent land for growing crops and for pasturing, but must be in full control of that land at the time they are using it. They may also purchase feed for their livestock and poultry. They must provide the names and addresses of land owners who are their landlords.

4. No live animals (excluding fish) may be brought for sale to or sold at the Market by any vendor (without prior approval by the Board of Directors). Meat, dairy, and poultry vendors must comply with all federal, state, and local laws and regulations. All meat sold must be raised from weaning by the farmer. All live animals brought to the Market as exhibits must be approved by the Market Manager.

V FOOD GUIDELINES

1. The purpose of these guidelines is to help preserve the integrity of the Saratoga Farmers' Market. Processed foods presented for sale at any Market are to be consistent with the overall "handmade/homemade" atmosphere of the Markets. All processed foods should uphold high standards of quality and reflect professionalism.

2. A processed food is one wherein an ingredient or a combination of ingredients is modified from its/their original state by cutting, mixing, cooking, baking, or other process, resulting in a food product different from the original food. These foods are intended for human consumption.

3. A processed food vendor is one who mainly sells processed foods as opposed to those vendors who mainly sell crafts or agricultural products.

4. All baked goods must be fresh baked and prepared from scratch (no commercially prepared dough mixes, crusts, shells, fillings, or contents.) frozen or canned raw fruits or vegetables are acceptable provided they contain no added spices or syrups. All other prepared foods must be made from scratch and approved by the Board of Directors.

5. All processed foods must demonstrate the skill of the producer. Each vendor will be held responsible

to justify all production methods.

6. Processed foods must comply with all federal, state, and local regulations. All processed foods that are not exempt must be produced in a licensed kitchen. Unless the licensed kitchen belongs to the vendor, it is required that the food be processed under supervision by a qualified food processor.

7. When possible, all processed foods must contain local ingredients. Foods in which at least some ingredients are raised by the producer are greatly preferred. Baked goods and other cereal goods such as pasta and granola are exempt from this requirement, although all producers are encouraged to find local sources for at least some of their ingredients, such as honey, eggs, oats, and wheat.

8. The Board delegates to the Compliance the authority to evaluate processed food items submitted for registration and to make its recommendations to the Board. Should a dispute arise, a processed food vendor can make a written appeal to the Board for a ruling, which ruling is final and binding.

9. A processed food vendor, when asked, must 1) produce receipts showing purchase of items used in the processing of the food item, unless the ingredients are grown by the vendor; and 2) describe the processes used in the food's preparation to the satisfaction of the Compliance Committee. Failure to comply with these requirements will result in the Committee's recommendation to the Board of Directors that the food applied for be declined.

10. All Seasonal Vendors of Ready-to-Eat Foods shall comply with all federal, state, and local regulations. Additionally, all food shall be served in ready to eat portions at the market, complete with disposable or recyclable food service utensils; or take-out containers. Preference will be given to Season Vendors of Ready-to-Eat food utilizing local products and products with healthy ingredients.