

Bath Farmers' Market

3/7/2009 By-Laws

Article I.

ORGANIZATION: The name of this organization shall be known as the Bath Farmers' Market Association . The Bath Farmers' Market Association is a nonprofit organization and is a registered 501 (c) (5) with the State of Maine and the Federal government. The Bath Farmers' Market will operate in cooperation with our host, the City of Bath.

Article II.

PURPOSE: The purpose of the Bath Farmers' Market is:

- a) To provide a venue for open competition among its members without restriction or limitation to specific products.
- b) To provide the agricultural producers of midcoast Maine with a venue to present their products directly to consumers.
- c) To provide the consumers in Bath and the midcoast Region with the very best quality farm-fresh produce and products possible that are "Made in Maine or Grown in Maine".

Article III.

LOCATION: The Bath Farmers' Market is located in the parking lots of the Waterfront Park on Commercial Street and the Kennebec River in the City of Bath. We can also be found on the Internet at www.bathfarmersmarket.com.

- a) The Market is officially open every Saturday, 8:30 AM to 12:00 PM, May through October.
- b) Specific date(s), time(s) and location of the Market may be amended from one year to the next as decided by the membership (e.g., Bath Heritage Days).

Article IV.

MEMBERSHIP / APPLICATION: A "member" of the Bath Farmers' Market shall be defined as a production unit which has been accepted into the Association, that has paid the annual membership fee and affirms to abide by the market regulations and by-laws. Only one production unit is allowed per vendor membership.

- a) Membership in this Association is open to Maine agricultural producers without regard to race, creed, color, age, gender or ethnic background.
- b) Membership in the Bath Farmers' Market is by "application". Membership in the Market is open to all Maine residents: farmers and growers; local meats, poultry, fiber, flowers and fungi, and dairy producers; local fishermen and distributors of Maine seafood products, producers of value-added items such as baked goods and preserves; and farm crafts people.
- c) Applications for the Bath Farmers' Market can be submitted on an ongoing basis and new members will be voted in once a year at the March meeting for the current season. Applications for the current season must be submitted no later than March 1.
- d) Applications submitted by prospective vendors will be voted upon by the membership when there is sufficient space to allow additional vendors. New

applicants will be required to make a presentation to the voting membership. Votes on new memberships may be conducted by phone and/or e-mail.

e) The Bath Farmers' Market reserves the right to limit the number of crafts people to 10% of the total number of active members. All crafts must be agriculturally linked, that is, related to farm life in Maine. All crafts must be made in Maine by the vendor who sells them.

f) All continuing market members will complete a 'renewal' application to be submitted no later than the 2nd business meeting each February. Applications must list all produce/products the vendor proposes to sell at the market for the coming season. Subsequent amendments to the application will be reviewed by the membership as meetings and time permit.

g) The right to vote on any and all matters of the organization shall be restricted to members in good standing. Only one vote per active membership is allowed.

Article V.

ATTENDANCE: Attendance and active participation of all vendors in all business of the Bath Farmers' Market is strongly encouraged. Our time is valuable and each one of us should carry part of the work load and responsibilities of a successful market and Association.

a) Members are expected to attend all scheduled market days as applied for during the application process. See also Article: Calendar / Market Days. If unable to be present, the vendor is expected to notify the Market Manager prior to the start of the market day. If a vendor is absent for three consecutive times without 'just cause', the vendor's membership status will be subject to review by the other market members.

b) Members are expected to 'stay' until close of the market day or until they are sold out of product. Members are expected to bring as much product as possible to prevent being completely sold out.

c) Members should arrive early enough to setup their displays prior to the opening time of the market day.

Article VI.

MEETINGS:

a) There shall be 3 "standard" preseason, business meetings to elect officers and committees, review memberships, establish a budget and consider the advertising program. Attendance to all business meetings is strongly encouraged. See also Article X., (b) DUES.

b) Additionally, "special meetings" shall be held at the call of the President/Market Manager or at the direction of three or more members. Members must be notified in advance of any proposed change(s) in the By-Laws.

c) All meetings of this Association will be conducted in an orderly fashion with reference to "Robert's Rules of Order" if necessary.

d) All matters brought before the Association shall be decided upon by a simple majority vote of those members present. In cases of a tie, the President/Market Manager will cast the deciding vote.

Article VII.

OFFICERS: The Association shall be administered by a Management Committee composed of the President, Secretary and Treasurer. Each of these officers will be elected for a term of one year at the 1st Business Meeting by a majority vote of the members present. The duties of the officers shall be:

a) President / Market Manager.

1. To plan meetings and preside at all organizational functions.
2. To enforce the provisions of these By-Laws and all other rules set forth by the Association.
3. To maintain an official "Notebook" of the minutes and pertinent information for the conduct of future meetings of the Association.
4. The President/Market Manager is expected to manage the daily markets and when not in attendance designate a substitute manager.

b) Secretary.

1. To record the minutes of all meetings of the Association and provide the President with copies of the same within two weeks after a business meeting.
2. To maintain an ongoing list of all members of the Association and to provide the Treasurer with the Market participation dates as submitted by each vendor during the annual application renewal process.
3. To provide notice of all meetings to members by e-mail, telephone or U.S. mail.
4. To maintain an ongoing "Secretary's Notebook" containing minutes, members' agreements, contracts and correspondence. This shall be available at all meetings and markets for inspection by any Market member.
5. To record attendance at all market meetings.

c) Treasurer.

1. To collect all annual fees for membership.
2. To keep a record thereof and provide written 'paid' receipts to market members.
3. To disperse all expenditures for the Association and maintain a record of the expenditures.
4. To prepare a financial statement for the 1st Business Meeting. To keep the financial books open for inspection at all times at by the request of any market member.
5. To act for the President when absent at business meetings.

Article VIII.

FINANCIAL EXPENDITURES: All money, fees and proceeds derived from the operations of the Association shall be collected by the Treasurer and used exclusively for the operating budget the Bath Farmers' Market. Should the Association dissolve or become inoperable, any remaining money shall be disposed of in accordance with the wishes of the majority of the current market membership.

Article IX.

MARKET REGULATIONS / GUIDELINES: They may be amended, (additions and deletions) only by a majority of voting members present at a business meeting which has been called for the express purpose and with the prior notification of the membership.

a) All members shall by the 3rd Business Meeting stipulate from the Market Calendar the months and days during which they plan to participate at the market. Members

must supply the Market Manager with copies of all State and federal licenses and permits needed to conduct their business and to safely sell their products at the Market. Members shall have paid the annual membership dues as determined by Articles VI. and X.

b) The market will be held as scheduled regardless of the weather conditions. Since crafts and baked goods vendors are highly vulnerable to inclement weather, their absence in extreme weather will be excused. If a vendor can predict an absence, the president shall be notified and the other membership made aware of the absence. In cases of a non-predictable absence, the vendor shall phone any market officer, who will notify the membership upon arrival at the market.

c) Only "goods" produced in Maine may be sold at the Bath Farmers' Market. At least 75 % of sales must be produced by the vendor on any given market day. Buy-ins must be approved by a majority vote in advance of offering these items for sale. Buy-ins may not compete against the produced goods of other members for the same kind of product(s) at the same market day.

d) Vendors who sell Organic products and produce must identify by name each organic item and clearly state 'Certified Organic' on each tag and label.

e) The Association is an apolitical organization and will not support any political party or candidate.

Article X.

DUES / CREDITS: Annual dues for Market membership are payable as follows:

a) Dues must be paid in full by the scheduled business meeting in March. Once paid, annual dues are nonrefundable. The annual membership fee covers entitlement to the current calendar year.

b) The total dues for each vendor/member in any year will be determined by the active membership and based upon the market's budget needs.

c) There are no part-time memberships in the Bath Farmers' Market.

Article XI.

STALL / BOOTH ALLOCATION: Each stall equals one member, one membership and only one business.

a) The total number of available spaces will be determined by the membership and is based on the physical limitations of the overall parking lot dimensions along Commercial Street.

b) All spaces will be of equal size of approximately 12 feet across the front. Vendors who need additional space need prior approval from the membership.

c) Members are limited to one vehicle per booth space.

d) No vendor will bring a dog to the Market.

e) Members are expected to maintain a neat and tasteful display. Each member is required to clean up their assigned space at the end of each market day.

f) Site assignments will be decided by the membership using either mutual agreement, seniority in retaining former spaces, and or attempting to alternate product displays. A plan of the Market setup will be kept by the Market Manager and will be available to all members upon request.

g) All vendors must identify themselves with a sign showing their name(s) and

addresses.

h) All products must be identified by price.

i) In accordance with requirements by the State of Maine vendors must have copies available at the market of all State and federal licenses and permits to sell and conduct their business.

Article XII.

LIABILITY INSURANCE: The Bath Farmers' Market will carry a commercial liability insurance policy for the benefit of the Market as a whole working unit. The policy will be maintained from one year to the next with appropriate coverage levels as required by the Bath City Council and the Department of Cemeteries and Parks. And in addition:

a) All vendors must provide proof of general liability insurance of at least 300K coverage. Vendors must provide proof and copies of all needed licenses to the Market Secretary prior to selling at the market. No member may set up at the Market or sell products until copies of their liability insurance have been provided to the Secretary or President.

Article XIII.

VENDOR ETIQUETTE / PRODUCT PRESENTATION: Vendors should present themselves in an appropriate manner and dress, shoes and shirts must be worn at all times. This is a public health and safety issue.

b) Vendors must be ready to function as a professional business person at the start of each Market day.

c) There will be no alcohol or illicit drug consumption on the Market premises by any member of the Bath Farmers' Market. The Bath Farmers' Market also maintains a SMOKE FREE campus at Waterfront Park at least by the member/vendors.

d) 'Hawking' is not allowed. The Bath Farmers' Market strongly encourages a 'vendor to vendor' support network with a spirit of "fair play" among the vendors. We work as a team to promote the concepts and purpose of the Bath Farmers' Market. See also Article II. PURPOSE.

e) The use of individual radios and the playing of music are prohibited during market hours.

Article XV. NONCOMPLIANCE:

a) Any misrepresentation of products offered at the Market shall be considered cause for dismissal from the Association and a report of such violation shall be sent to the licensing agency, The State Department of Agriculture and the Maine Organic Growers Association.

b) When two or more vendors believe that the selling practices of another vendor are detrimental to the market, they may ask for a special meeting of the membership. A majority of those present at the special meeting may require the detrimental practices to be changed to conform to the membership's standards. Failure to do so shall be grounds for dismissal from the Association.

By Majority Vote
Effective: March, 20069