

# TWINTOWNS GARDENERS' MARKET

## BYLAWS

The following guidelines are to assure that the Twin Towns Gardeners' Market is a pleasant place where local growers can make their products available to customers. All vendors must read and agree to the terms set forth in the bylaws to be granted membership.

- I. Purpose of Market
  - a. The Twin Towns Gardeners' Market (TTGM) is a weekly outdoor market featuring locally-produced fruits and vegetables, flowers, and other foods.
  
- II. Membership and Fees
  - a. Vendors who wish to sell at the market may choose from one of the following options:
    - i. **Seasonal seller** – A \$40 up-front table fee will be collected. Seasonal sellers will be included in all market advertising, when appropriate, and will be eligible for membership in the North Dakota Farmers' Market and Growers Association (NDFMGA) under the umbrella of the TTGM.
    - ii. **Weekly seller** – Vendors who do not want to commit to an up-front fee, or whose expected production is unknown, can become a weekly seller by contacting the market in advance of the market date at which they want to make an appearance. If space permits, the vendor will be allowed to sell at the market by paying a \$15 fee, payable to the TTGM, and due on the day of the market.
  - b. All fees will be used by the market to cover operating expenses, advertising, and other means of market advancement.
  
- III. Rules of conduct
  - a. Selling
    - i. **Booth space** – Vendors will be assigned spaces. Each space will be approximately 10 feet by 10 feet, minimum.
    - ii. **Supplies** – All vendors are responsible for supplying their own table, wagon, or other means of display for their goods. Setup and tear-down times will be limited to one hour prior to and following the published market times.
    - iii. **Canopies/covers/shelter** – Limited shelter is available on a first-come, first-served basis. Vendors are allowed, and encouraged, to supply their own shelter in the form of collapsible canopies or table umbrellas.
    - iv. **Location of sale** – All sales will be done within the defined market space; no sales from the trunk of a car or the back of a pickup will be allowed.
    - v. **Hours of sale** – As early sales often lead to a sense of unfairness for punctual market-goers and create an additional burden to vendors during market set-up, all vendors are asked to respect the stated market hours and restrict sales to that period.
    - vi. **Grounds and appearance** – All vendors are asked to treat the venue with the utmost respect and care. All display devices used in vendor spaces must be non-destructive to the grounds. Vendors are expected to maintain a tidy appearance in their assigned space. Littering is not allowed.

- vii. **Waste removal** – Vendors are responsible for collecting and disposing of any waste generated by their booth.
  - viii. **Permits and licenses** – If necessary, vendors shall provide the TTGM with copies of any permits and licenses applicable to the sale of their products. Though the market will provide limited guidance in legal matters, vendors are encouraged to contact the appropriate agencies to ensure all activities are in compliance with local and state laws. Members are responsible for obtaining any required permits and licenses.
  - ix. **Health regulations and tax obligations** – Each member is responsible to follow all health regulations, and to pay any sales tax obligations rising from the sales of his/her product.
  - x. **Hold harmless agreement** – Vendors assume full liability for the products they sell and agree to hold the TTGM, Richland County, the City of Wahpeton, and/or any other sponsoring group or agency harmless from and against any claim of injury, or damage by any buyer, vendor, or other persons resulting from the use, consumption, disposition, display, or marketing of vendors’ products. The TTGM is not liable for any injury, theft, or damage to either the buyer or vendor (or their property) arising out of or pertaining to preparation for or participation in the Market. Vendors further agree to indemnify and hold Richland County, the City of Wahpeton, the TTGM, and/or any other sponsoring group or agency, and its officers harmless from and against any claims for such injury, theft, or damage.
  - xi. **Pricing and business practices** – Each vendor is responsible for fair business practices and for setting their own prices. All prices must be clearly marked or posted. Collusion and deceptive business practices are prohibited. Deliberate and significant undercutting of a competitor’s pricing to gain market advantage is strongly discouraged, will be considered unfair, and constitutes possible grounds for dismissal.
  - xii. **Sales transactions** – Vendors will be responsible for writing up bills of sale and conducting financial transactions on their own behalf.
- IV. Produce which may be offered for sale includes vegetables, fruits, herbs, cut or dried flowers, bulbs and bedding plants. Other agricultural products may be sold including meat, eggs, honey, syrup, oil, and perennials and must be in compliance with State guidelines. Members may not sell live animals. If a member seeks to sell a value-added product that is not food, but is made from his or her own agricultural resources, that applicant is also eligible for review and approval by the Board.
- V. Members may sell prepared or processed foods if they are made from their own produce. Members may sell baked goods (a prepared food). Members must attend a food safety course to be eligible to sell prepared or processed foods. Sellers of processed and/or prepared foods or of products allowed by exception follow a supplementary set of Market guidelines as well as special rules established by the State. A sign must be displayed stating: ***This product was prepared in a home kitchen that is not licensed.*** Products allowed by exception require an identifying sign: ***This product was not produced by me. It comes from (identify source).***
- VI. If a member seeks to sell their own homemade craft items, that applicant is also eligible for review and approval by the Board.

- VII. Products for sale must be of good quality. TTGM, its Board of Directors, its Market Manager, the City of Wahpeton, and Richland County are not responsible for product liability.
- VIII. All items must be prepared, labeled, displayed, and stored in accordance with North Dakota Department of Agriculture, North Dakota Department of Health and Richland County Health Department guidelines.
- IX. Proof of Liability Insurance
  - a. Each vendor must provide proof of insurance liability for selling off the farm.
- X. Market Policies
  - a. **Inclement Weather** – The market is promoted as a “rain or shine” event. However, vendors attend on a purely voluntary basis; it is up to each vendor to determine if the conditions at the time of the market are favorable to their attendance. In extreme weather events, the market manager may cancel or close the market before the stated closing time.
- XI. Changes and amendments to this document
  - a. The Market Guidance Board reserves the right to alter this document as necessary. Notice will be given to all current market members detailing the change, and the reason for the change. An opportunity to respond to the proposed changes will be provided.
- XII. Market Guidance Board
  - a. The Market Guidance Board will make decisions regarding the market. This Board will be made up of four members, and require three votes for all decisions.

Revision Approved: May 22, 2013