

2023 Rules Booklet

Dane County Farmers’ Market

Madison, Wisconsin

(Updated June, 2023)

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1.0 INTRODUCTION

1.1 Welcome

The Dane County Farmers' Market (DCFM), operating continuously since 1972, is an outlet for Wisconsin-produced foods and products.

The Market is intended to give growers and producers of goods and consumers an opportunity to deal directly with each other, rather than through third parties.

The Market provides an outlet for the growers or producers of all sizes.

The Market is also intended to enhance the Capitol-Concourse area of the City of Madison.

Thank you for making the Dane County Farmers' Market a success! As a seller or a shopper, we welcome your participation in the Market and hope to see you there often.

1.2 Rules Booklet and Annual Supplement

This Rules Booklet contains the rules of the DCFM as of the date of publication. Changes to the rules are published in the newsletter and compiled in an Annual Supplement, which is provided to all members in years when a new, full-sized rulebook is not issued. Be sure to check with these sources and the Market Manager if you are unsure about a rule or its application.

All rules are determined by the DCFM Board of Directors. Directors are elected by DCFM Members, except for short-term appointments under special circumstances. DCFM Members are welcome to attend all DCFM Board meetings. Any questions, comments, or concerns may be directed to members of the Board and/or the Market Manager. Contact information for the DCFM Board is included in the Annual Supplement and in each DCFM newsletter.

1.3 Founding Goals

The Dane County Farmers' Market, Inc. is an organization founded to pursue the following goals. These stated goals are based on founding principles established in 1972 when the Market began. In 1988 they were reviewed by the membership and formalized in the current format.

To give growers and producers of Wisconsin agricultural commodities and other farm-related products alternative marketing opportunities;

To promote the sale of Wisconsin-grown farm products;

To improve the variety, freshness, taste and nutritional value of produce available in the Madison area;

To provide an opportunity for farmers and people from urban communities to deal directly with each other rather than through third parties and to thereby get to know and learn from one another;

To provide an educational forum for consumers to learn the uses and benefits of quality, locally grown or prepared food products;

To provide educational opportunities for producers to test and refine their products and marketing skills;

To enhance the quality of life in the Greater Madison Area by providing a community activity which fosters social gathering and interaction; and

To preserve Wisconsin's unique agricultural heritage and the historical role which farmers' markets have played in it.

Remember, Members may sell only products they themselves produced.

2.0 MEMBERSHIP REQUIREMENTS

2.1 Membership Duties and Privileges

2.1.1 Eligibility

Any individual whose products are in compliance with Market rules and guidelines who wishes to participate in the Market is eligible to become a Member and vend at the Market. If membership is terminated due to rule violations(s), however, any subsequent application by that former Member must be approved by a two-thirds vote of the Market's Board of Directors. If approved, the former Member may apply to the waiting list. If approval is denied, applicant may not reapply for a period of two years following the denial.

2.1.2 How to Become a Member or Maintain Membership

New persons become Members by coming from the waiting list or by joining an existing membership. If they join the market by being invited off the waitlist, their seniority number is based on the date they submitted their complete waitlist application. If they join the market by joining an existing membership, their seniority number is based on the date they join that existing membership during the winter application period, they may not use their waitlist number if they join an existing membership.

To become a Member or to maintain membership, a person must submit a completed "Application for Membership" form with copies of all current, applicable licenses and permits. It will be the applicant's responsibility to find out which licenses and permits are required to meet state and local laws, plus, the Market requires all processed foods sold at the Market to have been processed in a licensed processing facility.

All information submitted on an Application for Membership must be truthful and accurate as of April 1 of the membership year. If there is a change in the persons who share in the Membership or if other important changes to the Member occur during the membership year, the Member is expected to provide updated information to the Market Manager during the membership year.

The application for membership and the \$110.00 membership fee must be mailed (postmarked) by the first Saturday in March. Late submittal will result in termination of membership. For those members who successfully appeal the termination of membership the following penalties will be given: a \$250.00 late fee; the loss of fifty seniority places for one year; and the loss of a season stall, if applicable, for one year.

Season stall contracts must be mailed (postmarked) by the first Saturday in March to avoid loss of the season stall. Late contracts will be accepted but will be assessed a \$50.00 late fee.

2.1.3 Membership Fee: \$110.00

Each year applicants must submit both a completed application form and the membership fee for that membership year. The "Application For Membership" will be mailed to all Members in good standing as of the end of the previous year; new applicants may request these materials by calling the Market Manager and applying in writing. The membership year runs from April 1 to March 31. **The application for membership and the \$110.00 membership fee must be mailed (postmarked) by the first Saturday in March.**

2.1.4 Membership

One membership is issued to an individual or to a group of individuals. To be eligible to share in a membership, each individual must:

- 1) Be listed by name, address and Federal ID# if applicable on only one application; and
- 2) Have substantial participation¹ in the actual production² of the membership's product(s) at a shared location(s) which is (are) described on the application; and
- 3) Have at least a 20% ownership interest in the entire enterprise. The business form and percentage of ownership of all named co-Members shall be described on the application.
- 4) The burden of proof is upon the Member.

If you share a DCFM membership a written agreement must be submitted (signed and dated by all partners) with the following required elements:

- a) Describe the contributions (money, labor, skills, equipment, etc.) to the enterprises activities made by each owner.
- b) Describe how profits and losses are distributed among owners.
- c) Describe how decision-making authority is shared.
- d) Describe the tax reporting method for each enterprise.

All partners of a membership shall share the one membership. No individual may have a financial interest in more than one membership. A Member who violates this rule will be terminated upon discovery of the violation. Marketing cooperatives where Members produce products separately and merely market them together are not allowed. Persons who desire to sell product produced by a franchise are not eligible for membership. For purposes of this section "franchise" means a business or operation, which pays compensation for use of another party's system or name for marketing goods or services.

Membership privileges include the right to sell at the Market, seniority, the right to vote, meeting participation, the opportunity to hold office, season stall eligibility, and access to records.

¹ **"Substantial participation"** means active participation in actual production of the product for at least one-third of the production time, for "most" of the Market season for indirectly produced products and for "much" of the Market season for directly produced products.

² **"Actual production"** means hands-on.

Classes of Members: Members are those who have been part of the DCFM for at least five full years or who entered the Market via the waiting list. Members enjoy all Market rights and privileges. Non-members who enter the Market by joining an existing Membership will be considered Conditional Members. Conditional Members who complete five years within that Membership become full Members with full rights and privileges including taking over a Season Stall used by the Membership as provided in 4.1.2 of this Rules Booklet. Conditional Members who complete three years gain the right to continue as Conditional Members until they transition to full-Member status. Even if all other partners leave the Membership; however, if that happens, the Conditional Member's seniority status reverts to their own number, and they are not eligible to take over any prior Member's Season Stall.

Non-members may only apply to join an existing Membership during the normal winter application period. The seniority position of incoming Conditional Members will be assigned according to the next position on the waiting list at the time the application is received, unless the applicant is already on the waiting list.

2.1.5 Operating from More than One Stand

Due to limited space and the Market's desire to provide selling opportunities to as many Members as possible, no Member may be involved in the operation of more than one stall at any one Market. Members who operate more than one stall at any one Market shall be immediately expelled from the Market, with the loss of all membership rights and privileges.

2.2 Additional Membership Conditions

2.2.1 Seniority

Each year each Member's seniority will be determined at the time their application is accepted. Seniority is determined based on the number of consecutive years immediately preceding the current application that the applicant was a Member in good standing.

Seniority is based on years of continuous membership in the Market. A Member is added to the seniority list automatically in the year he/she first becomes a Market Member and continues advancing on the list each continuous year of membership. To be a Member in good standing and to continue to accrue seniority, a Member must not only fill out the forms but also must actually come to the Market and vend.

When an existing Membership splits into two Memberships, each individual Member will retain their individual seniority status. If all Members' seniority is equal, the two resulting Memberships will be assigned sequential numbers by agreement or by lot. If seniorities are not equal, the new Membership will receive a seniority number commensurate with the seniority of the highest-ranking Member of the Membership.

Memberships may apply for a split at any time; however, all splits granted will be effective at the beginning of the next membership year (April 1). The DCFM Board will approve or deny all applications based on a review of evidence submitted confirming that all Members involved are full Members (see 2.1.4 (5)) and have met and will continue to meet all requirements to be a Member (2.1.4 (1-3)).

Persons entering existing memberships after June 7, 2011 will revert to their waiting list position and will no longer be members unless their position would have been invited for membership in the interim. If they revert to the waiting list, they will not be eligible to “inherit” any season stall that might have been part of the former membership.

2.2.2 Blackout Period for New Members

Member demand for vending space during the peak growing season sometimes exceeds stalls available. To maximize vending opportunities for the majority of the Members, the Board has declared that vending by New Members be restricted during this time period. This restriction only applies to the Saturday Summer Market. This “blackout” period does not apply to the Summer Wednesday Market or to the Winter Market.

First-year vendors who join the DCFM as Active Members may not be eligible to vend on Saturdays from approximately early July through late September. The board will make a decision each year about specific “blackout” dates for first-year vendors.

2.3 Maintaining Membership and Participation Rights

Members who vend at any Market must have available for inspection at each Market by the Market Manager or the public any licenses or permits required for any product(s) they sell. This is in addition to providing copies of licenses and permits with their annual application.

A Member must be 16 years of age, or, if a Member is made up of partners, a partner at least 16 years of age must be present at each Market in order for the Member to exercise its rights to vend at a Market. If a 16-year old or older Member/co-Member is not present, the would-be vendors will not be allowed to set up and if already set up, they will have to pack up and leave the Market immediately.

The board of directors in its discretion may waive the minimum age of the "Member present" requirement upon written request if the board is satisfied that the younger Member/co-Member is capable of responding to all requests for information by the Market Manager or Market customers, capable of handling any problems that are likely to arise, and that such waiver will not place other Members or the Market's customers at undue risk.

A Member must actually vend in Markets during the summer season in order to be considered a Member for that year; in other words, it is not enough to fill out an application; you must actually vend. When a Member does not vend at least once each summer season, membership can be maintained only

if: (1) the vendor makes a request in writing; (2) the request is timely; and (3) the reason for the waiver is verifiable.

Termination of membership due to rule violation(s) will result in loss of seniority and any subsequent application will be treated as if a first-time Member.

In the event of an emergency or otherwise unforeseen circumstances resulting in the death or incapacitation (either temporary or permanent) of a member(s) which leaves no remaining members to represent a membership, an appeal may be made to the DCFM Board of Directors for an emergency substitute to vend and represent the membership for the remainder of the market year in which the event took place. The end of the current market year is defined as March 31. The appeal may be made by the member(s) representing a membership if legally able to speak on their own behalf. If the member(s) of a membership is/are either deceased or incapacitated in a way that precludes the ability to represent themselves, the appeal may be made by the legal next of kin or other legal representative of the member(s).

If approved by the DCFM Board of Directors, the approved substitute may fulfill the membership for the remainder of the market year. The substitute may only sell products which were grown, raised, or otherwise produced by the member(s) and were included on the member's annual Application for Membership.

The substitute is not eligible to continue the membership beyond the end of the current market year in which the emergency or incapacitating event took place. If the original member(s) are able to return the following year and the DCFM Board of Directors approved a substitute, the original members may return with no lapse in their membership. If the original member(s) are deceased or otherwise unable to return to the market in the following year, the membership will be considered terminated. The individual approved to be the substitute may choose to join the DCFM waitlist on their own.

2.4 Rules for All Vendors

2.4.1 Producer Only

Members may sell only those products they themselves helped to produce. The sale of any goods not grown or produced by the seller, the reselling of goods, or the sale of goods that have been traded or bartered for is not permitted. All sellers must abide by and all products must comply with all applicable federal, state, and local regulations.

2.4.2 Prohibited Items

The sale of hobbyware, art objects, all types of crafts, clothing, and animals is prohibited. The Market Manager is empowered to interpret the existing Market rules and to approve or disapprove products of craft-like nature.

2.4.3 Brand Names

Products, which are processed and sold under a brand name other than the vendor's own, are not allowed.

2.4.4 Pets

Sellers must not bring pets into the Market for health and safety reasons. The sale or giving away of animals on the Capitol grounds is prohibited.

2.4.5 Documentation

Documentation of a product's legitimacy must be submitted upon request.

2.4.6 Insurance

Sellers are required to carry their own personal liability and product liability insurance.

2.4.7 Past Debts

Outstanding debts must be paid by December 31st to remain in good membership standing. Failure to do so will cause loss of all membership and seniority rights and privileges.

2.4.8 Noise – Fumes

No loud or disturbing noises shall be made or action taken on the grounds which will interfere with the rights, comfort or convenience of other vendors or the public. No vendor shall play, or allow to be played any radio or other sound instrument at a sound level, which may annoy or disturb other vendors. The running of any gasoline or diesel motors or engines, including all vehicles, is not permitted. No fires, charcoal grills, or propane heaters are permitted.

2.4.9 Penalties for Violation of Parking Regulations

Market vendors may not park on the Capitol Concourse in any other area that is not assigned as parking stalls. Vendors who violate any of the parking regulations for either the Saturday or Wednesday Markets shall be subject to the penalties specified for violation of Market rules in addition to tickets or other remedies the civil authorities may take.

3.0 PRODUCT REQUIREMENTS

3.1 Product Categories

The DCFM is a producer-only market. All members are equal, but members' products may be identified in three different categories. Some Members sell in just one category; others sell in more than one.

3.1.1. Directly Produced Products

Members may sell products they grow or raise from plant propagules or young stock as described in sections 3.3 and 3.4.

- 1) These members are allowed to have their products processed by others but are limited by the number of outside processors they use to add value to their products.
- 2) These members are limited in utilization of purchased items used to enhance their products.

3.1.2. Indirectly Produced Products

Members may sell a limited number of products that they produce by combining and enhancing purchased raw ingredients or they may sell a limited number of value-added products produced by others from raw ingredients the Member produces which has been pooled with that of other producers. Specific rules are found in sections 3.3 and 3.5.

- 1) Allowable products are limited and have special requirements.
- 2) Allowable products include cheese, flour and grain products, candy, cured meat, and smoked meat.

3.1.3. Wild-gathered Products

Members may sell a limited variety of Wild-gathered Products as described in section 3.4.14.

Specific product requirements are found in Sections 3.4 and 3.5 of this Rule Book.

3.2 Inspections

Representatives of the Market shall have the right to conduct an inspection of the production areas of those products sold by a vendor at the Market. No notification is necessary prior to inspection. An inspection may include ownership information, production records and recipes, and any other information relevant to determining product legitimacy. Failure to allow such an inspection will constitute a violation of Market rules and the procedures outlined under "Enforcement Procedures" will be followed. The burden of proof is upon the Member.

Permission of the owner(s) of the land or facilities used for production is required in order to allow DCFM inspection of production. Such permission can be documented by (a) a written agreement with the owner(s), confirming access for inspection is allowed, or (b) the signature of the owner(s) on the annual Membership Application.

3.3 Rules for All Products

3.3.1 Licenses and Permits

It is the responsibility of the vendor to obtain and provide to the Market Manager copies of all licenses and permits required by law and these Market Rules for the sale of vendor's products at the Market along with their "Application For Membership." This includes compliance with the Food Safety Modernization Act and the Produce Safety Rule.

3.3.2 Weights and Measures

All produce to be sold in the Market will be sold by legal weights and measures. Vendors are responsible for having their scales certified for compliance annually. The use of a non-certifiable scale at the Market is a procedural violation. Vendors must post prices and scales must be visible to customers.

3.3.3 Samples

All samples offered by vendors must meet the following criteria:

- 1) Samples must be stored in and served in a safe manner according to Department of Health regulations.
- 2) All samples must be pre-cut away from the sales unit.
- 3) All samples of processed foods must be prepared in a licensed food processing facility.
- 4) Samples should be of adequate size and proportionally spaced to minimize customer handling.
- 5) All samples must be held and dispensed under clean and sanitary conditions. (i.e. toothpicks provided for sampling).
- 6) All vendors giving free samples MUST provide a waste container in a prominent place and labeled for use by the public.

3.3.4 Product Temperature

The vendor is responsible for monitoring and maintaining proper temperatures in accordance with health codes. Vendors who sell foods that must be kept refrigerated or frozen must have an accurate thermometer at the Market.

3.3.5 Product Display

Displaying products which cannot be sold at the Market in the displayed form is acceptable, but the display items must be clearly marked not for sale. Displays must incorporate only products which can be sold at the Market on that day. Advertising items not related to legitimate Market products is not allowed at the Market. Cross-promotion among Market Members is allowed. Monetary transactions among vendors for cross promotion are prohibited.

3.3.6 Potentially Hazardous Foods

Potentially hazardous foods are so defined by the Department of Health. "Potentially hazardous food means any food which consists wholly or in part of milk, milk products, eggs, meat, poultry, fish, shellfish, edible crustacean or other ingredients, and which is capable of supporting rapid and progressive growth of pathogenic, infectious or toxicogenic microorganisms. Proof of product liability insurance is required for all vendors of potentially hazardous products.

It is the responsibility of the vendor to abide by the Department of Health guidelines concerning the vending of such products. If any vendor is deemed to be in violation of health codes pertaining to such products, the following measures will be taken by the Market Manager:

- 1) The vendor of such a product will be immediately removed from the Market for that day.
- 2) Three points will be assessed against the vendor for offering for sale a hazardous food.
- 3) The three points will remain on the vendor's record for three years.
- 4) The proper regulatory agency will be notified as soon as possible.

3.3.7 Labeling

All vendors using the term organic or other USDA-defined terms must follow the appropriate federal regulations.

3.4 Rules for Specific Products

3.4.1 Raw Fruits and Vegetables

- 1) Must be grown from cuttings grown by the vendor or from seeds or transplants, and the final product may not be purchased or bartered for. The Market Member must have tended perennial crops from leased or rented land for one growing season prior to the sale of the product.
- 2) Must not be processed or adulterated. Vendors may sell a mixed bag of produce or vegetables but may not process, including chopping or shredding, the fruits or vegetables without a processing license and approved processing procedures.

3.4.2 Nuts and Grains

- 1) If cultivated, must be grown from trees, seeds, transplants or cuttings taken by the vendor and cannot be purchased or bartered for.
- 2) If gathered wild, must conform to rules in Section 3.4.14.

3.4.3 Plants

3.4.3.1 Production

The intent of the production rule is to maintain the spirit of our producer-only/hands-on market.

The use of “holding times” for purchased plants is intended to represent an element of risk (since someone else performed the critical initial step) and to meet the spirit of active participation in the production of the plant (e.g.: transplanting vs. merely watering a prepared container). Holding time means time of possession (not from order date or shipping date).

- 1) Plants Grown by the Vendor

There is no holding period for plants grown by the vendor from seeds or their own cuttings or divisions.

2. Purchased Plants that will be transplanted to a larger size container

- (a) Cuttings, rooted cuttings, small plugs, or small containers – 30 days

(Small plugs are defined by those fitting 50 or more in a standard 10.5” x 21” tray. A small container means an individual plant in a container that measures no more than 2 inches across the top and no more than 4 inches deep.)

- (b) Herbaceous bare roots, herbaceous divisions, large plugs, or large containers – 45 days

(Large plugs are defined by those fitting fewer than 50 in a standard 10.5" x 21" tray. A large container means an individual plant in a container that measures 2-1/2 inches or more across the top and/or more than 4 inches deep.)

3. Woody and Purchased Plants NOT transplanted to a larger size container – 60 days

This category includes purchased woody bare roots, woody divisions, and pre-planted containers such as baskets and bags.

3.4.3.2 Containers and Labels

The intent of the container and label rule is to focus on the grower's product, rather than on the container or promotion of a non-vendor's brand.

1. Containers in which the plant will be sold must be utilitarian and not decorative. (Decorative containers are allowed for display purposes, only.) If you are unsure, contact the Market Manager ahead of time.

Examples of acceptable containers:

Any size single color plastic pot with no enhancements. Enhancements include

Bows, ribbons, floral designs, or brush coatings.

A simple geometric shape – square, rectangular, round, oblong, etc.

Any size clay pot.

Any size, single material, moss or coco liner, hemispherical basket.

Examples of unacceptable containers:

Glazed clay pots

Sculptured containers or works of art.

Branded pots

Gourds and pumpkins

Cone or beehive shaped moss or coco baskets.

2. Patented or trademarked plant materials may be sold. Growers may use any identifying stick tag (not to exceed 12 sq. in) supplied with a cutting or plug. Branded pots may not be displayed and must be covered with another one-color pot or paper sleeve and sold as such. Vendors may have their own branded pot with no restrictions on color.
3. Trellises must be structural, utilitarian, temporary, and non-embellished (ribbons, bows, etc.).

3.4.3.3 Regulatory Requirements

A Nursery License is required to sell woody stock and perennial plants in Wisconsin.

3.4.4 Fresh Flowers, Dried Flowers and Ornamentals

- 1) Must be grown or gathered (see Section 3.4.14) by the vendor. Dried flowers must be produced by the member.
- 2) Must not be treated with any substance other than a clear lacquer spray. Dyes and paints are prohibited.
- 3) The value of the arrangements may not be increased by the use of decorative fasteners, hangers, bows, ribbons, or containers.
- 4) Decorated circular wreaths that use mixed elements will be allowed. All elements must be grown, formed and decorated by the vendors. Non-decorative binding and non-visible support frames are acceptable.
- 5) Braids must be linear and edible. Vendors are allowed to include in the braid more than one material, as long as all of the materials are edible. Braided garlic and braided onions (ornamental presentation of vegetables) may use non-decorative binding materials.
- 6) Swags must follow the same rules as those applying to arrangements. Bales, shocks and bundles may be sold under the same rules applying to arrangements.
- 7) Potpourris must be 100% of the vendor's production, including the oil and fixative.

3.4.5 Eggs

Must be produced by hens which have been raised by the vendor for 75% of their production weight.

3.4.6 Honey (If wild gathered, refer to Section 3.4.14)

- 1) Must be produced by bees kept by the vendor in the State of Wisconsin.
- 2) Must not be adulterated.
- 3) Raw beeswax must not be adulterated with dyes, fragrances, etc.
- 4) Molded beeswax candles up to two pounds are permitted provided that they are made of 100% beeswax from the seller's colonies and contain no additives except for the wicking. Molded candles must be general purpose and not ornamental.
- 5) Vendor/honey producer must manufacture the candles him/herself.

3.4.7 Maple Syrup

Must be produced by the vendor from sap that he/she collects.

3.4.8 Sorghum

May sell no more of the final product than can be processed from the amount of raw materials that the vendor grows and delivers to the processing plant.

3.4.9 Juices

- 1) Must be grown and processed by the vendor; OR
- 2) The vendor may sell no more juice than could be produced by the amount of fruit vendor has grown and delivered to the processing plant. All juices processed by others must be processed in a licensed plant. If cider is pressed from co-mingled fruit, the vendor must include on the label the name of the processing plant and a statement to indicate to the customer that the juice may contain fruit from others.

3.4.10 Meat

- 1) All stock held for sale shall have been raised by the vendor for at least 75% of the live weight or for eighteen months at slaughter.
- 2) For meat products processed by others (for example, sausage), the vendor must produce the meat ingredients.

3.4.11 Animal Products (non-edible)

- 1) Must be in their natural state, except as specified below.
- 2) Hides or pelts must be tanned to garment quality and must not be stored or transported in contact with food products.
- 3) Antlers, horns, and skulls must be in their original state and may be bleached, but not dyed.
- 4) Products must be in a sanitary condition. No manures or compost products may be sold.
- 5) Products must be from domesticated animals and may not be wild gathered. Products must come from animals held by the vendor for one year or from the offspring of those animals.
- 6) Wool/Mohair:
 - a. 100% of the product must come from the vendor's own flock.
 - b. The animals may be professionally sheared.
 - c. The raw product may be sent out for processing.
 - d. Wool that is to be sold at the DCFM Summer Market may not be pooled with other flocks during off-site processing. However, co-mingled, undyed wool will be allowed at the Winter Market.
 - e. Only clean wool/mohair, rovings, yarns, or batts may be sold. Dyed products may be sold if (i) the vendor raises or wild-gathers the dye materials and (ii) dyes the wool themselves. Adding essential oils is permitted if vendor gathered. Purchase of mordants is permitted.
 - f. Finished items (i.e. mittens, blankets, scarves, fiber made garments) will be allowed only at the winter market if rule 4.2.2 (2) is met.
- 7) Soap - Hand-milled soap will be allowed at the Winter Market if:
 - a. the soap is processed by the vendor;
 - b. the soap contains either an emollient or fat or both that is produced by the vendor;
 - c. the vendor-produced ingredients must be at least 50% of the value;
 - d. the soap must be sold in bar form,
 - e. any ingredient must be FDA approved; and
 - f. the label must include all ingredients.
- 8) Soap may be sold at the Summer Market if all requirements of 3.4.11. (7) are met as well as the additional requirement that the vendor must produce at least 50% of the fat ingredient(s).

3.4.11.2 Soap

Soap must meet the following criteria:

- 1) The soap is processed by the vendor from scratch. The use of melt and pour soap bases is prohibited;
- 2) The soap contains either milk or fat or both that is raised and/or grown by the vendor; If producing the fat ingredients, the vendor must produce at least 50% of the fat ingredient(s). If producing the milk, the vendor must produce 100% of the milk ingredient(s).
- 3) The vendor-produced ingredients must be at least 50% of the cost of goods;
- 4) The soap must be sold in bar form;
- 5) Any color additives must be FDA approved; and
- 6) The label must include all ingredients.

3.4.11.3 Skin care products

Vendors are permitted to sell skin care products that they make from scratch from products that they grow, raise, or wild gather. Allowable skin care products include, but are not limited to lip balms, salves, scrubs, and lotions made from vendor-produced beeswax, tallow, or seed oils.

Skin care products must meet the following criteria:

- 1) The vendor must follow all market rules concerning the origin product that they grow, raise, or wild gather.
- 2) The vendor-produced ingredients must be at least 50% of the cost of goods.
- 3) Vendors must produce safe products using no FDA prohibited ingredients and adhering to limits on restricted ingredients. Any color additives must be FDA approved.
- 4) Products must follow all FDA cosmetic labeling requirements.
- 5) Products cannot be labeled and/or marketed as a dietary supplement or drug.

3.4.11.4 Tinctures

Vendors are permitted to sell tinctures made of extracts of products that they grow or wild gather as long as it meets the following criteria:

- 1) The vendor must follow all market rules concerning the origin product that they grow or wild gather.
- 2) The vendor must grow or wild gather the major ingredient by value.
- 3) Tinctures
 - a. Must be processed by the vendor in a facility with a current Wisconsin food processing plant license; OR
 - b. The vendor may sell no more tincture product than could be produced by the amount of plant or fungi the vendor has grown or wild gathered and delivered to the processing plant. Any tinctures processed by others must be processed in a food processing plant with a current Wisconsin license. The extracts in the tincture may not be pooled or co-mingled with extracts produced by others.
- 4) The solvent must be safe for internal consumption. No additives, flavors, or fragrances are permitted.
- 5) Tinctures cannot be labeled and/or marketed (including display signage, print materials, etc.) as a dietary supplement or drug.

- 6) Vendors must follow all FDA Food Labeling requirements and include directions for suggested use.

For other consumables made of extracts of products grown or wild-gathered by vendor, see section 3.4.12 and 3.4.13.

3.4.12 Prepared Food Products

- 1) The processing vendor must produce the major ingredient by value or volume, unless otherwise specifically provided in these Market Rules, and must be actively and regularly involved in the production of the product. If the product is processed other than by the vendor, the vendor must raise the first ingredient on the label and raise 51% of the product by weight. Any major recipe changes must be filed with the Market Manager.
- 2) All processed food offered for sale at the Market must have been processed at a facility with a current food processing license. (This Market requirement may be more than state law requires.) "Processing" means canning, extracting, fermenting, distilling, pickling, freezing, baking, drying, smoking, grinding, cutting, mixing, coating, stuffing, packaging, bottling, or any other process to treat, preserve, or package food.
- 3) Vendor must have photo copies of all necessary licenses for the production of the processed product and must have them filed with the Market before offering any processed item for sale.

NOTE 05/25/2023

In 2010, the WI Legislature passed the "Pickle Bill," which allowed limited home canning. Thereafter, the DCFM Board met to discuss whether or not the DCFM should change its requirement that all processed foods be prepared in an inspected facility. The Board considered safety, liability, customer image, consistency of enforcement among sellers, and existing opportunities for vendors to begin processing on a small scale. The Board concluded that it was in the best interest of the Market to retain the current requirement. In March of 2022 and 2023, new Boards reviewed this decision but made no changes.

3.4.13 Hemp and Hemp Products

3.4.13.1 Production and Processing

- 1) Must be grown by the vendor as detailed under 3.4.1 Raw Fruits and Vegetables
- 2) All processed hemp must be processed in a licensed food processing plant by a licensed hemp processor (either the vendor or others).
- 3) The hemp in the final product must consist of only of the vendor's hemp. It may not be pooled or co-mingled with hemp grown by others.

3.4.13.2 Regulatory Requirements

- 1) Prior to the sale of any hemp products, the vendor must submit a 'Fit for Commerce' certificate verifying that their product contains less than 0.3%THC, per the federal definition of hemp, and display it at their stand.

3.4.13.3 Allowable Products

- 1) Allowable products must be legal per USDA and FDA regulations and must be included as allowable products elsewhere in the DCFM Rules Book. This includes Raw Fruits and Vegetables; Nuts and Grains; and Processed Products, except for cannabidiol (CBD) which is outlined in detail below.
- 2) The sale of live plants is prohibited.
- 3) The sale of CBD is permitted only if it meets all the above hemp criteria and the following for oils and edible products
 - a. For CBD oil, CBD can be mixed in any carrier oil safe for internal consumption. Flavors and fragrances can be added. No other additives are permitted.
 - b. For edible products containing CBD, members must produce the hemp, the product must already be included as an allowable product elsewhere in this Rules Book, and the member must follow those product rules additionally. The sale of edible products containing CBD by members who do not grow hemp is prohibited.
 - c. Product must contain cannabinoids within the current federal regulation limits.
 - d. Any product containing CBD cannot be labeled and/or marketed (including display signage and print materials) as a dietary supplement or drug. Any product containing CBD must also follow all FDA Food Labeling requirements, must include the amount of active CBD in each serving, and include suggested directions for use.

3.4.14 Wild Gathered (Non-Cultivated) Items

- 1) Vendors selling wild-gathered items must
 - a. have an application to sell filed with the Market prior to arrival at the Market and either have proof of land ownership or show written permission from the land owner to gather the item and
 - b. must provide the location and amount of land gathered from.
- 2) Items may not be purchased or obtained by barter.
- 3) Vendors who buy wild-gathered items for resale anywhere may not sell any of that product at the DCFM.
- 4) Vendors who do not adhere to these rules may not sell the item at the Market.

3.4.15 Food Containers

Containerized food (such as honey, maple syrup, and prepared food products) may be sold in any commercially available food container.

3.4.16 Cultivated Mushrooms & Mushroom Kits

- 1) Vendor may sell mushrooms grown from their own inoculated substrates or growing mediums from spawn OR
- 2) Vendor may sell mushrooms grown from ready to grow mushroom kits or substrates that have not been transplanted. The holding time (or time of possession) required for ready to grow kits or substrates is 30 days.
- 3) Vendors may sell spawn and ready to grow kits, substrates, or logs as long as they are fully colonized and ready to use at time of sale. Vendors must produce the spawn used in these products and produce the ready to grow kits.

- 4) For processed mushrooms, vendor must conform to rules in section 3.4.12 Prepared Food Products.
- 5) For wild-gathered mushrooms, please see 3.4.14 Wild Gathered (Non-Cultivated) Items.

3.5 Additional Rules for Indirectly Produced Products

3.5.1 General Rules for Indirectly Produced Products

- 1) Vendor may sell no more of a processed product than can be produced from the raw materials he or she produces and delivers to the processor; or the vendor must directly operate the processing plant. Vendors who are permitted by rules elsewhere to vend pooled products may not sell more than they produce.
- 2) The vendor shall participate on a regular basis in the physical production of the product.
- 3) No vendor of indirectly produced products may have an ownership interest in an enterprise other than the membership enterprise that sells the same category of indirectly produced products.
- 4) A vendor of indirectly produced products may not have a retail location except at the plant and/or at designated venues.
- 5) A vendor of indirectly produced products with no retail outlet at the plant may sell at the DCFM, other farmers' markets, other events, and to wholesale accounts and CSAs without restrictions.
- 6) A vendor of indirectly produced products with a retail outlet at the plant may sell at the DCFM, other farmers' markets, and to wholesale accounts and CSAs without restrictions. However, sales at other events are limited to less than 10 days in a row or no more than 25 separate days.
- 7) It is the vendor's responsibility to report to the Market Manager the intention to sell indirectly produced products at a location other than the plant or designated venues. This notice must be given at least seven days prior to the event. Operating a retail outlet other than at designated venues or at the plant at any time during the membership year will cause immediate termination of vending privileges and membership.
- 8) Meat must be farm-raised and of U.S. origin.

3.5.2 Additional Rules for Flour and Grain Products

- 1) The vendor may not sell items made from purchased pre-made doughs, batters, crusts, or dry ingredient mixes. For example, the shortening (fats and oils), the leavening, and the salt must be added by the vendor to comply with this rule. Purchased pre-made frostings and fillings are not permitted if used as-is. However, if the pre-made product is an ingredient in a mixture with other ingredients, then the product is in compliance with DCFM rules.
- 2) The vendor must keep all recipes and receipts for ingredients on file and must be able to produce them at an inspection.
- 3) Ready to eat meat and/or bean filled flour and grain products are prohibited.

3.5.3 Additional Rules for Cheese Vendors

- 1) If the vendor delivers milk he/she produced to a licensed dairy plant, the vendor may sell no more cheese than can be produced from the milk he/she delivers to the plant. The vendor must:
 - a. use his/her own label on the product;
 - b. keep his/her milk separated from the general milk supply of the plant;
 - c. have input into the cheesemaking process, and
 - d. be completely at risk for each stage of the cheesemaking process.

As long as the vendor meets these requirements for each plant, he/she may sell products produced by more than one plant. If a vendor sells milk (directly or through a company that purchases the vendor's milk) to a cheesemaking plant that mixes milk from its suppliers, then the vendor may sell product only from that one plant and that one plant must be named on the Application to Sell.

- 2) A vendor who does not produce the milk for the cheese must operate the processing plant and must participate on a regular basis in the physical making of the cheese, which he/she sells at the Market. Such vendors may sell only cheese made from milk traceable to Wisconsin milk producers.
- 3) One of the Market Members must be a licensed cheesemaker, unless, as with a farmstead cheesemaking operation, the State Department of Agriculture permits the vendor to make cheese just from his or her own milk in a licensed plant on the farm to sell directly to customers.

3.5.4 Additional Rules for Other Dairy Products, Including Ice Cream, Gelato, Yogurt, Kefir, and Cottage Cheese

- 1) A vendor who does not produce the milk for dairy products must operate the licensed dairy processing plant and must participate on a regular basis in the physical making of the products, which he/she sells at the Market.
- 2) Per the State Department of Agriculture, to sell gelato or ice cream, one of the Market Members must hold the following licenses: dairy plant license, bulk milk weighers license, pasteurizer license, antibiotic testing license. Yogurt and kefir may only be produced in a Grade A Dairy Plant. To sell cottage cheese, one of the Market Members must additionally hold a cheesemakers license.
- 3) Dairy products must contain a minimum of 51% milk or cream by weight, traceable to Wisconsin milk producers.

- 4) Dairy Products may contain other products, such as nuts, fruits, flavoring, or coloring, provided these additions are mixed with the other ingredients at the licensed dairy processing plant. Alcohol is not an allowable additive.
- 5) The member must keep all recipes and receipts for ingredients on file and be able to produce them at an inspection.
- 6) Products must be sold in a container that is 6oz or larger. The container must be sealed with a lid and properly labeled. It is permissible to pass out spoons with the purchased product.
- 7) The sale of ice cream bars, ice cream cones, or other ice cream products that are individually packaged for immediate consumption are prohibited.

3.5.5 Additional Rules for Chocolate or Confection Vendors

1. All chocolate candy products sold must be made with chocolate tempered at the licensed location.
2. Chocolate candies may contain other products, such as nuts, fruit, fondant, or nut butters, as long as the first condition is met.
3. The use of coloring in the production is an acceptable practice.
4. The use of compound coatings is acceptable, as long as they are melted and molded or mixed with other ingredients at the licensed location.
5. All compound coatings (chocolate containing other vegetable fats, not cocoa butter) must be clearly marked so customers will know the difference.
6. Confections that are judged to be craft-like in nature rather than products primarily intended for consumption are not allowed. Please clear specific products ahead of time to avoid penalties.

3.6 Procedure for Effecting Rule Change to Allow a Product

3.6.1 Request to Sell a New Product

Requests for new products which are not eligible for sale within the current guidelines of the Dane County Farmers' Market, must be submitted in writing to the Board of Directors for consideration. Such requests must be submitted well in advance of the expected sale of the new product. Requests for new products will be reviewed periodically by the Board of Directors.

3.6.2 Appeal Process, If Denied

In the event the Board of Directors denies a Member's request to allow the sale of a new product, the Member may appeal the board's decision directly to the membership of the DCFM in the following manner:

- 1) The Member shall obtain from the Market Manager a written decision from the Board of Directors denying the new product, which shall include a brief statement of the board's reasons for the denial.
- 2) The Member shall attach a copy of the board's decision to the front of each petition form prepared by the Member, which form shall re-state the Member's request for approval of the new product for sale at the Market and any other information which the Member desires to include; the Member shall personally obtain a quorum number of original signatures from the

other Members of the organization which evidence their support for approval of the new product. Only one signature from each membership entity will be allowed.

- 3) The Member shall submit the petition bearing the required signatures to the Market Manager who will review and verify the petition.
- 4) Within one week of receipt of the petition, the Market Manager will notify the Member of: (1) the verification of the petition; (2) that the Member's new product request is eligible for a vote by the full membership; and (3) the estimated cost of conducting a vote of the membership by mail ballot.
- 5) Within one week of receipt of the notice by the Market Manager provided for in the preceding paragraph, the Member shall notify the Market Manager of his/her/its desire that the request be put to a vote of the Members, and pay a deposit of \$250.00 to cover the cost of conducting the referendum. All costs of the referendum shall be borne by the requesting Member.
- 6) Upon receipt of notice by the Member of his/her/its desire for a vote of the Members, the Market Manager shall prepare the mail ballots, and within thirty (30) days of such receipt, send by US mail, first class, a ballot to each Member of record accompanied by a copy of the Member's petition; such mail must state clearly that only executed mail ballots received on or before the return date will be considered; the return date for such mail ballots shall not be before expiration of twenty (20) days from the date of mailing by the Market Manager.
- 7) The Market Manager and two witnesses, one at the choice of the petitioner, will review and count the mail ballots after the return date; approval of the new product will occur if 50% plus one of the votes cast approves the new product. At least two-thirds of the memberships must vote on the referendum for the referendum to be considered valid. Each membership entity may cast only one vote.
- 8) The Member will be notified by the Market Manager of the approval or non-approval of the new product within ten (10) days of the return date for the mail ballots. At that time the Market Manager will notify the Member of the cost of conducting the referendum and whether a refund or further reimbursement to the organization is due.

4.0 MARKET OPERATIONS

4.1 Summer Markets

4.1.1 Stall Designation

Vending stalls are designated as Season Stalls or Daily Stalls. Season stall vendors have been granted the privilege, based on seniority, to occupy the same location at each Market. Daily Stall vendors occupy remaining stalls, based on seniority. Season stall permits are issued only once a year in the spring.

4.1.2 Season Stall Succession

New partners shall have the right to assume the existing season stall used by the partnership provided they have been DCFM partners for the previous five (5) years. The stall transfer requires DCFM Board approval based on a review of evidence of active participation and at least 20% ownership for the previous five (5) years and having a seniority number.

4.1.3 Member Substitution

A foundational part of the producer-only Dane County Farmers' Market is that a Member must be present at the Member's stall during the Market. At the same time, the Board recognizes that there are occasional circumstances when none of the people in a Membership can be at the Market that day. The Board will allow two types of substitutions of a Member at a Summer Market (including Saturday and Wednesday), provided certain conditions are met. A waiver request may be considered on a case-by-case basis for physical limitations such as aging and/or disabilities.

A condition to any substitution is that the Member make sure a responsible person is in charge of the Member's stall in the Member's absence. If the Market Manager determines no responsible person is present, the stall will be directed to leave the Market.

1. Emergency Substitution – An emergency is an unforeseen, unplanned situation such as a death in the family, a funeral or a medical emergency. (Contact the Manager before sending a substitute, or if an emergency occurs during a Market, call the Market Manager or have your help do so immediately.)

The Market Manager may grant up to three (3) Emergency Substitutions per year per Membership.

2. Discretionary Substitution(s) – A discretionary substitution is a personal absence that can be taken without a stated reason. Examples include a vacation, personal business, and/or family activities (e.g., weddings, graduations, reunions, school activities).

A Membership is entitled to three (3) Discretionary Substitutions during the Saturday outdoor season market and two (2) Discretionary Substitutions during the Wednesday outdoor season market.

These additional conditions must be met in order to claim a Discretionary Substitution:

- The Market Manager must be given advance notice that no Member will be present at the Membership's stall for that Market; and
- Prior to the date of Member absence, the Membership must have vended at five (5) Summer Markets in that calendar year or five (5) Summer Markets in the previous calendar year;

**** IMPORTANT**** The actions of the substitute vendor(s) are the Members' responsibility. The substitute vendor must follow all DCFM rules. Penalty points (if any), including expulsion, will be assessed to the DCFM Membership.

4.1.4 Saturday Market

4.1.4.1 Stall Locations

Typical Large Stalls

Typical large stalls will include 24 feet of parking room and 16 feet of display space in the area designated by the Market Manager. Space may vary with each stall and will be determined by the Market Manager.

Typical Inlet Stalls

The first parking space in each inlet will be one stall. Vendors choosing an inlet stall may park within the first parking space and vend behind their vehicle, or they may use the entire first parking space for vending and will park off the Square. Vendors who park in the second inlet-parking stall will vend on the concrete pad near the parking area. Vehicles must fit between the stall lines.

Island Stalls

Island stalls are the spaces at each intersection between the curb and crossing sidewalks. They are separated, as an "island", from other stalls along the curb and have various frontage width, depending on location. These spaces have been designated as 8-ft., not parking stalls.

Typical Small Stalls

Typical small stalls may not exceed eight feet in length. These stall areas around the Capitol Square include fire hydrant areas, designated NO PARKING zones, and available space between other stalls. Sellers setting up stalls between other stalls should allow an aisle between their tables and any other stall on either side.

Parking may not be available for typical small stall vendors on the Square. If not, they must find parking at another location. Parking meters and parking regulations in the downtown area will be enforced on Saturdays by the City of Madison Police and State Capitol Security Officers.

Stall Width

- Eight-foot stalls (up to 8 feet) must be no more than eight feet wide at the widest point.
- Sixteen-foot stalls (more than 8 feet, up to 16 feet) must be no more than sixteen feet wide at the widest point.
- No stall shall exceed these limits.

4.1.4.2 Saturday Stall Set Up Procedures

The Saturday Market on the Square will be open, to the public from 6.15 a.m. until 1.45 p.m. Participating sellers shall adhere to the following schedule:

Season Stall Vendors Set-up in Stalls: 5:00 - 6:00 a.m.

Parking only for sellers holding season stall permits. Season stalls may be set up at this time only in designated areas. Stalls may not be set up in any other areas at this time. The stall of any season stall permit holder who does not arrive at the Market by 6:00 a.m. will be given to a daily stall vendor as described under "daily vendors." If the season stall permit holder arrives later, he/she may occupy an open stall on a first-come, first-serve basis, and no fee for the daily stall will be required.

A season stall vendor assigned to an 8-foot stall, but without assigned parking, has the option of (a) paying for a parking space, if available, for the entire segment or (b) vacating the area by 6:00 am so the parking space can be used by a daily vendor.

Note: Season stall locations are assigned only once a year prior to the beginning of the outdoor season. When assigning season stalls, if a member is assigned to one or two segments of a season stall, and other segment(s) open(s) for that same stall, this member is given the first choice to pick up the additional segment(s). Stalls which are relinquished or vacant as of January

1 will be assigned for the outdoor season of that calendar year. Any season stalls which are relinquished after January 1 will be assigned for the outdoor season in the next calendar year.

Daily Vendors

Set-up Time: 6:00 a.m.

or at the discretion of the Market Manager and Line Captain

Daily vendors will park their vehicles across from the Square on one of the following streets: West Washington, Martin Luther King Jr., and East Washington, Wisconsin. A designated Line Captain will assist in the line-up procedure.

Any unoccupied stall will be available based on seniority to Members who check in with the Line Captain in their proper daily line prior to 6:00 am. Check in includes stating 8 or 16 foot stall size preference and payment for the space and parking if available. Payment may be made with cash or a punch card. \$80 and \$160 punch cards are available for purchase at check in. Receipts will be given for purchases.

After Members are checked in, the Line Captain and vendors will “walk” the line’s vending area with the Line Captain assigning stalls according to Member seniority and preference. Once a vendor is assigned a stall, and with the permission of the Line Captain, they may begin their stall set up.

Daily vendor stalls not to exceed 16’.

4.1.4.3 Special Considerations

Saturday Market operations may occasionally be modified because of special considerations such as construction, Art Fair Market, Taste of Madison, rallies, and other special events. Vendors will be notified prior to operational changes, if possible, about alternative procedures.

4.1.4.4 Double Parking

Vendors must discourage (a) sales to people in vehicles or (b) lengthy double-parking by customers for picking up purchased items. The Market acknowledges that the practice of customers' double parking is a potential safety hazard and that it is a police prerogative to issue warnings or citations to drivers.

4.1.4.5 Trash Management

Vendors must not discard refuse in or around trash receptacles on the Capitol Square, must clean up their sales areas completely before leaving, and haul the waste home. Leaving stalls with litter or refuse will be considered a procedural violation and the procedures outlined under Section 5.0

"Enforcement Procedures" will be followed. Failure to clean up properly will result in a fine of \$20.00 payable to the Market for services rendered.

4.1.5 Wednesday Market

4.1.5.1 Stall Locations

Available Wednesday stall widths include 10ft and 20ft (maximum). Stall widths may be reduced to less than 20 ft in areas of handicap access ramps and/or restrictions associated with the street use permit.

4.1.5.2 Procedures

The Wednesday Market off the Madison Capitol Square will be open to the public from 8:30 a.m. until 1:45 p.m. Vendors shall adhere to the following schedule:

Season Stall Vendors Set-up: 8:00am to 8:15am

Reserved spots are for sellers holding season stall permits.

Daily Vendors Set-up: As designated, 8:15 am

Daily sellers must register with the Market Manager and/or Line Captain by 8:15. At that time stalls will be chosen by seniority and vendors may park and begin setting up.

Latecomers go to the end of the line

4.1.5.3 Special Considerations

Wednesday Market operations may occasionally be modified because of special considerations such as construction, rallies, and other special events. Vendors will be notified prior to operational changes, if possible, about alternative procedures. Additionally, a fire lane must be maintained in the middle of the street.

4.2 Winter Markets

For the past several years the Winter Markets have been held at two locations. The Holiday Market, early November through December, is held at the Monona Terrace Convention Center. The Late Winter Market, January through mid-April, is held at Garver Feed Mill.

4.2.1 Stall Locations, Procedures, and Fees

Operational consideration and fees for the Winter Saturday Market are variable, based on the building and the rooms within the buildings. The Market Manager will provide necessary information by mail prior to each Winter Market segment. Parking, by permit, is available in designated areas.

4.2.2 Winter Market Rules

Winter Market rules are the same as Summer Market rules with the following exceptions.

- 1) To vend, you must have attended at least one Summer Market.
- 2) A minimum of fifty percent (50%) of the raw value of your finished product must be produced by you. Products may be sold with decorative accessories, in decorative forms, and in decorative containers. This Winter Market allowance supersedes associated requirements in 3.4.
- 3) In the event of limited vending space, preference will be given to vendors who have attended at least five Summer Markets during the past season.
- 4) A substitute for the Member will be allowed for twenty-five percent (25%) of attended Winter Market events.

4.2.3 Special Considerations

Members who register (reserve) stalls at the Winter Market must pay in advance. If they cannot attend and want a refund, they must notify the Market Manager by noon of the Wednesday before the market. (This rule was enacted because “no shows” left open stalls that could have been used by members on the standby list.)

5.0 ENFORCEMENT PROCEDURES

5.1 Enforcement Conditions

5.1.1 Membership Agreement

All memberships who sell in the Market will complete an "Application For Membership" prior to selling in the Market. This application will constitute an agreement between sellers and the Market to abide by the rules and Board decisions of the Dane County Farmers' Market. Should any questions arise regarding the observance of Market rules, the procedures outlined below will be followed.

5.1.2 Reporting Violations and Follow-up

A vendor, Market customer, or the Market Manager may submit to the Market Manager or a Board member a complaint against a vendor where there is reason to believe a violation of Market rules exists. The identity of the complainant will not be revealed by the Market.

Vendors are urged to initiate a complaint to the Market Manager when they witness an infraction of Market rules. The Market Manager will conduct an initial investigation of any complaint. The investigation will include an attempt to obtain detailed information from the complainant, the alleged violator and other witnesses before a determination is made that a violation occurred.

5.2 Penalty Assessment Process

5.2.1 Procedural Violation – Vendor Conduct

Vendors shall conduct themselves in a manner that is courteous to other vendors, Market personnel and the public. Behavior that is bullying, threatening, abusive or harassing shall constitute a violation of Market rules.

Vendors must conduct themselves professionally within any market context, including, but not limited to phone calls with staff or fellow members, text messages, over video calls, on email forums, via email, in person at market, and at board meetings and committee meetings.

Examples of poor conduct include but are not limited to excessive communications that are repetitious, belittling and demeaning communication, demanding an action from another member or Market management, insults, intimidation, spreading misinformation and yelling or screaming.

A violation or behavior that might potentially escalate to violating this Vendor Conduct rule will cause:

- 1) An automatic official warning to the vendor;
- 2) Continued occurrences of the same behavior after a warning is given will trigger an assessment of two penalty points to the vendor;
- 3) A second violation will cause an additional two-point assessment.
- 4) Committing a criminal act at the Market may cause the vendor to be expelled from the Market,

which means a termination of vending privileges, seniority and Market membership.

Whether a warning or points are issued initially will be dependent upon the intensity of the vendor conduct violation and the frequency with which it occurs.

The DCFM defines the following terms as such:

- Bully: seek to harm, intimidate, or coerce.
- Threaten: state one's intention to take hostile action against someone in retribution for something done or not done.
- Abuse: any action that intentionally harms or injures another person.
- Harassment: aggressive pressure or intimidation. Making repeated small-scale attacks on.

5.2.2 Procedural Violations – Operational Issues

For violations other than product legitimacy violations, a vendor will be assessed penalty points. If after an assessment of penalty points, there is no assessment of additional penalty points against that same Member in the 12 months following the initial assessment, the initially assessed points will be removed from the Market's record for that Member.

But if additional penalty points are assessed against that same Member in the 12 months following an assessment, both the initial points assessed and the additional points will remain on the Market's record for that Member for 24 months following the date of the second assessment of penalty points. The vending privileges and membership of any Member who has accumulated a total of 6 or more penalty points will be terminated. The termination will be effective upon the Member's receipt of notice of the termination.

Procedural violations include for example, early parking, parking above the first two inlet stalls, violation of maximum stall width, failure to properly license or label, failure to have a Market Member at the stand, using a noncertifiable scale, lack of member identification signage, and other violations of Market rules not pertaining to the "Member Must Produce the Product" rules.

The Market Manager will give warning and written notification of the violation to the vendor upon the first violation. A fee of \$20.00 will be charged to the member for the first (warning letter) violation in lieu of penalty points. The vendor shall either be sent such letter by certified mail, return receipt requested, or shall be requested to sign a copy of the letter to indicate his/her understanding of the regulations and willingness to comply with them. If the vendor returns the signed copy as requested and thereafter complies with the Market regulations, no further action will be taken.

If the vendor fails to sign and return the letter or the violation occurs a second time within one Market year, second written notification will be given to the vendor and two points will be assessed to the vendor's record. Each subsequent violation of a Market procedural rule within one year of the first assessment will result in two additional points being assessed to the vendor's record. Notification of point assessments will occur in writing.

For an immediately correctable violation, such as exceeding stall width, violators will be given oral warning indicating the offense and requesting compliance with Market rules. The Market Manager shall record the issuance of each warning. If the problem is not corrected in a reasonable time, the Market Manager shall issue a written warning. Continued or repeated non-compliance in the same membership year shall result in the assessment of two points. Further non-compliance after the two points are assessed will result in the issuance of additional points and the expulsion of the vendor from the Market. This process could all happen in a single Market day.

5.2.3 Procedural Violations – More Serious Issues

Some procedural violations have been acknowledged as more serious and therefore carry a greater penalty for violation. For such a violation, the vendor will be verbally warned and must immediately correct the violation. The vendor will receive a warning letter and must follow the procedures for a warning letter described above. Should the violation occur again, the vendor will be assessed **three** points. The following violations fall in the three penalty point category: offering for sale processed items that lack labeling or carry improper labeling, offering for sale processed items without obtaining necessary licenses, and selling nursery items without obtaining a nursery license.

5.2.4 Inaccurate or False Information on Application

The Application for Membership is also a statement by each person listed on the application that (a) he/she substantially participates in the actual production of the Membership's product and (b) he/she shares in the risks and rewards of the Member enterprise as an owner of at least 20% of the enterprise. Applicants may be asked to provide verification of ownership interests including providing a copy of the Member's (that is, the partnership's or company's) tax return for one or more prior years. If the Member is in a new partnership or company, other verification of ownership will be required.

In the event the Market Manager determines that an Application for Membership was submitted with inaccurate or false information, or if the Member fails to provide, in response to the Market Manger's specific request, verification of the information contained in the Application, then the Market may assess penalty points up to and including six penalty points and termination of Membership.

5.2.5 Product Legitimacy Violations

If a Member offers a product for sale at the Market and it is determined that the Member did not produce the product but instead purchased or acquired it outright and was attempting to resell it, the Member's vending privileges and Market Membership will be immediately terminated (in other words, a violation of this product legitimacy rule will result in an automatic six penalty point violation). Other types of violations of product legitimacy rules will result in a three-point assessment which will stay on the Membership record for three years. See Section 3.4 - Rules for Sale of Specific Products, for how participation in production is defined for certain products.

The Market will use the following procedures for product legitimacy violations.

- 1) The Market Manager and the Board may use their own observations, statements of other witnesses and/or inspection to make a determination as to a product's legitimacy.
- 2) The Market Manager will notify a vendor that one or more of the Member's products offered for sale at the Market on its face violates a product legitimacy rule or is being investigated for product legitimacy. If the product is being investigated, the Market Manager will arrange for an inspection of the Member's production place and methods. If the Member refuses to allow such an inspection, the Member's vending privileges and Market membership will be immediately terminated. Inspections will be conducted by the Market Manager or their designee, and a Board member or the Board member's designee.

- 3) If the Market Manager determines that a product does not violate the rules, no further action will be taken.
- 4) If the Market Manager determines that a product violates the rules, the Member's vending privileges and Market membership will be terminated effective immediately upon the Member's receipt of written notice of the determination.
- 5) A vendor will not be eligible to re-apply for membership in the Market until at least 12 months have expired since the date of the final termination determination and then only if the Member's application is approved by a two-thirds vote of the Board.

5.2.6 Probation

In the event a Member violates a product legitimacy rule, in addition to the assessment of penalty points, a Member may be placed "on probation" by the Board for a defined period. During the period of probation, the Member may be:

- required to undergo frequent periodic inspections of the Member's production areas;
- required to reimburse the Market its costs to conduct any inspections of the Member; and
- prohibited or restricted from selling certain products at the Market for part or all of the probation period.

A Member's failure to comply with the conditions of their probation will be assessed three penalty points for each instance of noncompliance. If a Member is required to reimburse the Market for the cost of one or more inspections, the reimbursement shall include the inspector's mileage fee at the IRS rate.

5.3 Right to Appeal

Any Member whose vending and membership rights have been terminated or who has been assessed penalty points may appeal the determination.

- The Member will have 14 days from the date of receipt of the written determination to file a written appeal with the Market Manager.
- The Market's Board will hear the appeal within fourteen (14) days of the Market Manager's receipt of the Member's appeal request.
- If the determination is reversed on appeal, the vendor's membership and vending privileges will be immediately restored. In no event shall any person be entitled to recover damages from the Market for being denied vending privileges based on a good faith enforcement of the Market's rules.

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