

# BY-LAWS OF THE CHAPEL HILL-CARRBORO FARMERS' MARKET, INC.

## ARTICLE I PURPOSE AND GOALS

**Section 1: Purpose and Powers:** The purpose for which this association is formed and the powers which it may exercise are set forth in the Articles of Incorporation of the association.

**Section 2: Goals:** the Chapel Hill-Carrboro Farmers' Market, Inc. is being founded to promote direct marketing of farm products from the original producer to the consumer. The goal of the corporation is to operate farmers' Markets in the Chapel Hill-Carrboro area which serve the dual purpose of providing (1) a direct retail outlet for local farmers thereby promoting local agriculture, and (2) an alternative buying arrangement for consumers where high quality fresh products are available at reasonable prices in an atmosphere conducive to the exchange of information and ideas between the original producer and the consumer.

**Section 3: Mission:** The Carrboro Farmers' Market aims to create and sustain a vibrant and innovative Market that supports our local farmers and artisans, while extending the benefits of local food to the greater community. To honor the rich heritage of the Market, we seek to work with our: Members: to provide the best venue and support to nurture and maintain healthy sustainable farms and artisan-based businesses, Customers: to provide access to the highest quality fresh local food in an environment that fosters the relationship between farmer, artisans, and customers, Community: to expand the reach of the Market and create a strong local food ethic for our community.

## ARTICLE II MEMBERSHIP AND DUES

**Section 1: General Membership:** The membership of this corporation shall be active, associate, and honorary. Voting, payment of dues, and parking space reservations are carried out on a per farm unit basis. A farm unit is defined as one business. A farm unit consists of a member or group of members cooperatively producing farm products under one farm name. For the purposes of these bylaws, all references to farm units and farm products are understood to include non-farm artisans and artisan products. Only active and associate members are eligible to sell at markets operated by the corporation. All members must abide by the rules, regulations, and by-laws of this corporation including the market rules which are determined by the active membership at the annual membership meeting. A copy of the market rules will be given to each member of the corporation. The definition of farm products which may be sold by members at markets operated by the corporation will be determined by the Board of Directors and included in the market rules.

**Section 2: Requirements for Membership:** Any individual who meets the following criteria may apply for membership as an active or associate member of the Chapel Hill-Carrboro Farmers' Market, Inc. Application for membership must be made by a prospective member during the open application period set by the Board.

- A. Members must be actively engaged in the production of the farm product he/she sells, must be the original producer of all such farm products, and must have a significant financial stake in the business.
- B. Members must live and produce all farm products being sold within a 50 mile radius of Carrboro Farmers Market, NC and within the state of North Carolina. Current Members in good standing are grandfather into the Market (February, 2024)
- C. All members must allow an initial farm inspection to be conducted by a special committee designated by the Board of Directors to verify to the corporation that he/she is the original producer of all farm products being sold. The farm inspection must be carried out before an individual will be allowed to sell at any markets operated by the corporation.
- D. Memberships are approved as active, associate, or honorary or rejected by the Board of Directors as stated in Article II, Section 6. The Board of Directors of the corporation shall have the power at any time to determine who is eligible for active, associate, or honorary membership and to set a limit on the number of members according to the size and number of markets being operated by the corporation.

**Section 3: Active Members:** Any individual who meets the qualifications for membership of the corporation as stated in Article II, Section 2 and the requirements set forth below, may become an active member upon application, acceptance by the Board of Directors, and payment of dues. The Board of Directors of the corporation shall have the power at any time to determine who is eligible for active membership according to the rules of the corporation and to set a limit on the number of active members according to the size and number of selling locations.

- A. Active members are members who represent farm units which have sold at markets operated by the corporation for at least 17 weeks during the previous season. Such farm units are active farm units. This requirement may be changed by affirmative vote of five of the seven members of the board of directors.
- B. Active farm units are eligible to reserve a parking space for the season if available. Reservations may be required to sell at any market where space is limited as determined by the Board of Directors.
- C. An active farm unit may reserve two parking spaces. Reservations may be required to sell at any market where space is limited as determined by the Board of Directors. An active farm unit may reserve two parking spaces only if the farm unit has sold for 27 weeks during the previous season. This requirement may be changed by a majority vote of the Board. Reservations are made per farm unit. The procedure for reservations will be determined by the Board of Directors.
- D. Active members are the voting members of the corporation. One vote is allotted per active farm unit.
- E. At least one active member of each active farm unit must attend one general membership meeting each year.
- F. Active members must allow their farms to be inspected by a committee designated by the Board of Directors whenever such an inspection is requested by the Board.

**Section 4: Associate Members:** Any individual who who meets the qualifications for membership as stated in Article II, Section 2 and the requirements set forth below, may become an associate member upon application, acceptance by the Board of Directors, and payment of dues. The Board of Directors shall have the power at any time to determine who is eligible for associate membership according to the rules of the corporation and to set a limit on the number of associate members according to the size and number of selling locations.

- A. Associate members are members who represent farm units which have sold at markets operated by the corporation for less than 17 weeks during the previous season or have not attended a general meeting. Such farm units are associate farm units. This requirement may be changed by a majority vote of the Board.
- B. Associate farm units are eligible to sell at markets operated by the corporation if space is available but are not eligible to reserve a parking space.
- C. Associate members may attend general membership meetings but are not voting members.
- D. Associate members must allow their farms to be inspected by a committee designated by the Board of Directors whenever such an inspection is required by the Board.

**Section 5: Honorary Members:** Any individual or organization who would like to support the Chapel Hill-Carrboro Farmers' market, Inc. may become an honorary member upon a majority vote of the Board of Directors.

- A. Honorary members must pay dues or make a donation to the corporation. The Board of Directors may waive by majority vote the payment of dues by an honorary member.
- B. Honorary members may attend general membership meetings but are not voting members.
- C. Honorary members are not eligible to sell at markets operated by the corporation.

**Section 6: Dues:** Annual dues are set by the Board of Directors and shall be brought before the members at the annual membership meeting each year for approval. Dues must be paid annually before or on the first market attended by each member. The payment of dues entitles the member to sell at the markets operated by the corporation for the season. An additional weekly fee as determined by the Board of Directors and approved by the members at the annual membership meeting will be collected at each market. Dues are paid per farm unit.

**Section 7: Election of Members:** The original members of the corporation shall be the incorporators until the initial election of members. All applicants for active, associate, and honorary memberships shall file with the Secretary a written application in such form as the Board of Directors shall determine. All applications for membership shall be presented promptly for consideration and investigation to the Board of Directors. A majority of the entire Board of Directors shall be required for the election of an active, associate, or honorary member. A majority of the membership voting at any regular or special meeting may vote to waive any membership requirements imposed by the by-laws.

**Section 8: Transfer of Membership:** Membership in the corporation may only be transferred within the original farm/business unit and only to individuals who have had significant active involvement in the business. Transfers are subject to review under the Corporation's Guidelines for Membership Transfer.

**Section 9: Resignation:** Any member may resign by filing a written resignation with the Secretary, but such resignation shall not relieve the member so resigning of obligation to pay any dues, assessments, or other charges theretofore accrued and unpaid.

**Section 10: Termination of Membership:** The Board of Directors by an affirmative vote of five of the seven members may for cause suspend for a fixed period of time or expel a member. Any member has a right to notice before such action is taken against him. Cause shall be deemed to include but not limited to: (1) failure to submit to or abide by any decisions made by the Board of Directors or to accept any ruling of the membership including the rules of all markets operated by the corporation, (2) selling or offering for sale any products not grown or originally produced by the member's farm unit, (3) failure to pay dues for the period fixed by the by-laws, and (4) failure to adhere to an ethical code governing conduct of sales as adopted by the Board of Directors. If a member is terminated for any of the above reasons the membership fee [annual dues] is not refundable.

**Section 11: Reinstatement:** Upon written request signed by the former member and filed with the Secretary, the Board of Directors may, by affirmative vote of five of the seven members, reinstate such former member to membership upon such terms as the Board of Directors may deem appropriate.

**Section 12: Property:** No property rights shall accrue to any member or person and, in case of dissolution, all property assets after payment of debts shall accrue as provided in the charter. No member shall be responsible for or individually liable for any debts or obligations of the corporation.

**Section 13: Agents of Members:** Members may employ individuals to perform any activities or duties normally performed by the member including selling at markets operated by the corporation. All employees/substitutes are considered to be under the supervision of the market member they are working for, even though the member may not be present at market. All members may send up to 2 previously approved employees/substitutes. Applications for employees/substitutes must be submitted at least 5 days in advance of the market and approved by the market manager. Members have the right to appeal to the Board at its next meeting if refused by Market Manager.

### **ARTICLE III MEETINGS OF MEMBERS**

**Section 1: Annual Membership Meeting:** The annual meeting of the members of the corporation shall be held at a time a place designated by the Board of Directors. The meeting shall be held in the first quarter of the calendar year.

**Section 2: Regular and Special Meetings:** The Board of Directors shall establish a schedule of regular meetings of members. It shall have the authority to select the time and place of such meetings. Special meetings of the members may be called by the President, the Board of Directors, or by not less than one-tenth of the active membership of the corporation.

**Section 3: Notice of Meetings:** Notice of every annual, regular, or special meeting of members shall be prepared and mailed at least 10 days and not more than 30 days prior to the date of the meeting to the last known post office address of each member. Such notice will state the object or objects thereof and the time and place of the meeting.

**Section 4: Voting:** Active members of the corporation are the voting members of the corporation. One vote is allotted per farm unit of active members as stated in Article II, Sections 1, 2, 3. The farm units of active members are designated as active farm units.

**Section 5: Quorum:** Active members representing 50% plus 1 of active farm units of the corporation shall constitute a quorum for regular meetings and 50% for special meetings. In the event a quorum is not present, a meeting may be adjourned by those members present until a quorum can be obtained.

**Section 6: Order of Business:** The order of business shall be:

- (1) Roll call of the officers and determination of a quorum.
- (2) Reading and disposition of minutes.
- (3) Report of officers.
- (4) Report of committees.
- (5) Unfinished business.
- (6) New business.
- (7) Program and/or election of Directors.
- (8) Adjournment.

#### **ARTICLE IV DIRECTORS AND OFFICERS**

**Section 1: General Powers:** The affairs of the corporation shall be managed by the Board of Directors. The Directors must be residents of the state of North Carolina and must be active members of the corporation. There shall be seven members of the Board of Directors.

**Section 2: Election:** the Board of Directors shall be elected by and from the active members of the corporation at the annual membership meeting. A majority of those voting shall be required to elect each and every Board member. The first Board shall be composed of three members who will serve for one year and four members who will serve for two years. At the first annual membership meeting and thereafter Directors will be elected to replace those whose terms are expiring and will serve for a term of two years.

**Section 3: Election of Officers:** Immediately after each election of directors the Board shall hold a regular meeting and organize by the election of a President, a Vice-President, a Secretary, and a Treasurer (Secretary and Treasurer may be combined into one office of Secretary-Treasurer) each of whom shall hold office until the election and qualification of his/her successor. The President and Vice-President shall be elected by and from the Board of Directors then in office. The Secretary and Treasurer (or Secretary-Treasurer) do not need to be members of the Board of Directors. All officers serve a one year term.

**Section 4: Vacancies:** Whenever a vacancy occurs in the Board of Directors, other than from the expiration of a term of office, the remaining Directors may select a replacement to serve until the next regular or special membership meeting.

**Section 5: Board Meetings:** The meeting of the Board of Directors shall be held at such time and place as the Board may determine.

**Section 6: Special Meetings:** A special meeting of the Board of Directors shall be held whenever called by the President or by two Board members. Each call for a special meeting shall state the business to be transacted and the time and place of such meeting.

**Section 7: Notice of Board Meetings:** Notice of regular or special meetings of the Board may be mailed to each director, or made in person or by telephone. Such notice shall be given at least 7 days before a regular and 1 day before a special meeting. Board meetings may be attended by all active members of the corporation.

**Section 8: Quorum:** A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board.

**Section 9: Compensation:** Directors and officers as such shall not receive any stated salaries for their services, but by resolution of the Board, the travel expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board; but nothing herein contained shall be construed to preclude any Director or officer from serving the corporation in any other capacity and receiving compensation for such services. [see Amendments to Bylaws]

**Section 10: Removal:** Any member of the Board of Directors may be removed for cause by a two-thirds vote of the active membership voting at a special or regular membership meeting. Any active member may initiate a vote to remove, but such vote may be taken only after the active membership of the corporation has had at least 30 days and not more than 60 days written notice of the member's intention to initiate a vote to remove. The duty of the notification shall rest upon the member or members seeking the vote to remove.

## **ARTICLE V**

### **DUTIES OF THE BOARD OF DIRECTORS**

**Section 1: Management of Business:** The Board of Directors shall have general supervision and control of the affairs of the corporation and shall make all rules and regulations not inconsistent with the law of the state of North Carolina or with these by-laws for the management of the business and guidance of the members, employees, and agents of the corporation. This shall include a power to levy a fee for any services provided by the corporation for its members, provided the exact fees to be levied, if any, are approved by a majority vote of the active voting membership at any regular or special membership meeting before they can go into effect. The Board of Directors shall have the authority to promulgate an ethical code of conduct to regulate the activities of members at events sponsored by the corporation or under the general auspices thereof. The Board of Directors shall require proper records to be kept of all business transactions.

**Section 2: Employees:** The Board of Directors shall have the power to employ or to authorize the employment of such employees as may be deemed necessary and to fix their compensation at a fair market value or a reasonable amount for the services rendered.

**Section 3: Bonds and Insurance:** The Board of Directors may require officers, agents, and employees charged by the corporation with responsibility for the custody of any of its funds or

negotiable instruments to give adequate bonds. Such bonds, unless cash security is given, shall be furnished by a responsible bonding company and approved by the Board of Directors, and the cost thereof shall be paid by the corporation. The Board of Directors shall provide for the adequate insurance of the property of the association, or property which may be in possession of the association, or stored by it, and not otherwise adequately insured.

In addition, the Board of Directors shall provide adequate insurance covering liability for accidents to all employees and the public.

**Section 4: Checks and Drafts:** All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the corporation shall be signed by the Treasurer, provided however that the Board of Directors may authorize any active member to sign any or all such checks, drafts, etc., on behalf of the corporation. Such authority may be general or confined to specific instances.

**Section 5: Contracts:** The Board of Directors may authorize any officer or employee of the corporation to execute and deliver any instrument in the name and on behalf of the corporation, and such activity may be general or confined to specific instances.

**Section 6: Gifts:** The Board of Directors may accept on behalf of the corporation any contribution, gift, bequest or devise for the general purpose or for any special purpose of the corporation.

**Section 7: Audits:** From time to time and least once a year, the Board of Directors shall review the financial records of the corporation. The Treasurer shall deliver an annual written statement on the financial affairs. At least once each year the Board of Directors may secure the services of a competent and disinterested public auditor or accountant and render a report in writing thereon, which shall be submitted to the membership of the corporation.

**Section 8: Agreements with Members:** The Board of Directors shall have the power to carry out all and any agreements of the corporation with members and others in every way advantageous to the corporation, representing the members and others collectively.

**Section 9: Depository of Funds:** The Board of Directors shall designate a federally insured bank as the depository for the funds of the corporation.

**Section 10: Memberships:** The Board of Directors shall elect new members to the corporation, terminate memberships, and reinstate memberships as stated in Article II of these by-laws.

**Section 11: Observance of the Charter and bylaws:** The Board of Directors shall have the power to enforce the observance by all members of all provisions of the charter and bylaws.

## **ARTICLE VI** **DUTIES OF OFFICERS**

**Section 1: Duties of the President:** The President shall: (1) preside over all the meetings of the corporation and the Board of Directors, (2) call special meetings of the Board of Directors, (3) perform all acts and duties usually performed by an executive and presiding officer, and (4) sign all papers for the Board of Directors except as provided in Article V, Sections 4, 5. The President shall perform such other duties as may be prescribed by the Board of Directors

**Section 2: Duties of the Vice-President:** The Vice-President shall assist the President, and in the absence or disability of the President, the Vice-President shall perform the duties of the President. The Vice-President shall perform such other duties as may be prescribed by the Board of Directors.

**Section 3: Duties of the Secretary and Treasurer:** The Secretary shall keep a complete record of all meetings of the corporation and of the Board of Directors and shall have general charge and supervision of the books and records of the corporation. He/she shall serve all notices required by law and by these by-laws and shall make a full report of all matters and business pertaining to the office at the annual membership meeting. He/she shall make all reports required by the corporation of the Board of Directors. The Secretary shall keep a complete list of members and farm units, agents, and employees of the corporation and their addresses and telephone numbers and may issue a certificate or card to each new member. The Treasurer shall perform all duties with respect to the finances of the corporation as may be prescribed by the Board of Directors as provided in Article V, Section 4. He/she shall make a full report of all matters and business pertaining to the office at the annual membership meeting. Upon election of a successor, the Secretary and Treasurer shall turn over all books and other property belonging to the corporation which may be in their possession. The offices of Secretary and Treasurer may be combined into one office of Secretary-Treasurer.

**Section 4: Succession of Officers:** In case of death, resignation, or inability of an officer to perform the duties of his office, the Board of Directors may declare the office vacant and elect the officer's successor as provided in Article IV, Section 4.

## **ARTICLE VII GENERAL PROVISIONS**

**Section 1: Fiscal Year:** The fiscal year of the corporation shall begin on the first day of January and end the last day of December in each year.

**Section 2: Inspection of Records:** All books and records of the corporation may be inspected by any active or associate member or his/her attorney for any proper purposes at any reasonable time.

**Section 3: Committees:** Any business function of the corporation may be delegated to a committee of active members by the Board of Directors. These committees shall investigate, plan, regulate, and oversee any function of the corporation within the approval of the Board of Directors. However, the Directors may not avoid their responsibilities for the business of the corporation by delegating to committees. A committee chairman may be elected by a committee unless otherwise provided in these by-laws.

## **ARTICLE VIII AMENDMENTS**

**Section 1: Amendments to the Charter/Articles of Incorporation:** The Charter/Articles of Incorporation may be altered, amended, or repealed only by a two-thirds majority vote of the active membership at any regular or special meeting. Intention to seek a change in the



Charter/Articles of Incorporation must be filed with the Secretary in writing at least 10 days before the meeting where it is to be considered and before the notice of such meeting has been provided to members. A change in the Charter/Articles of Incorporation must be passed by a two-thirds majority of the active voting membership present at the meeting.

**Section 2: Amendments to the By-Laws:** These by-laws may be altered, amended, or repealed and new by-laws adopted only by a majority vote of the active voting membership at any regular or special meeting. Intention to seek a change in the bylaws must be filed with the Secretary in writing at least 10 days before the meeting where it is to be considered and before the notice of such meeting has been provided to members.

**Amendment 1:** No one farm unit shall hold, at any one time, more than one of the following positions: President, Vice-President, Secretary, Treasurer, or Manager of a market operated by the corporation.

**Amendment 2:** No one member of the corporation may simultaneously serve as Manager of a market operated by the corporation and as a member of the Board of Directors.

**Amendment 3:** No member can serve more than four consecutive terms on the Board of Directors.

**Amendment 4:** No farm unit member shall serve on the Board of Director if they are a member of another market's Board of Directors within the 50 mile radius.

**Amendment 5:** Wednesday members may attend 11 Wednesdays or more per calendar year and qualify as Active Members.

## **RULES OF THE CHAPEL HILL-CARRBORO FARMERS' MARKETS, INC.**

### **Definitions:**

1. Farm/business unit- this is the legal member of the Market Corporation whether a whether an individual or a business with multiple owners.
2. Member- All references to member refer to the farm/business unit's membership in the Market Corporation. This includes all individuals on the market application.
3. Vendor- all references to vendors apply to the individuals who are at market selling whether market members, their employees or substitutes.
4. New member- any member accepted to the Market who has sold less than one year. They are Associate members.
5. Active Member- as per the By-Laws any member who has sold 17 weeks or more the previous year. They may reserve spaces and vote at meetings of the corporation.
6. Associate Member- as per the By-Laws any member who has sold less than 17 weeks the prior year. They may not reserve spaces and vote at meetings of the corporation.

### **Section 1: Applying to Market and Market Membership**

1. Membership in the Market corporation is based on the farm/business unit. We A farm unit is defined as one business but can have multiple owners.
2. Members will be classified as farmers, prepared food vendors or non-farm crafts.
3. New Member Applications will be only taken in December, except under special circumstances.
4. The Board of Directors will review applications in January/February prior to the Annual Meeting
5. There is a non-refundable application fee of \$50 that must be attached to the application
6. Applicants must read and agree to the By-Laws and Rules of the Market and indicate by signing their application
7. Incomplete new seller applications will not be reviewed or processed. All applications must include signature of applicant and application fee.
8. After initial review by the Board of Directors the applicant must pass an on site inspection by representatives of the market before being allowed to start selling at market.
9. New member Protocol:
  - a. All newly accepted members must undergo a one-year trial period before becoming eligible for full active Market membership.
  - b. After the new member has sold at the Market for one year, the Board will re-evaluate their original application during the annual Market application review process.
  - c. The Board has the right to deny continued Market membership to any new member it determines has:
    - i. Failed to deliver the type, quality, or quantity of products specified in its membership application; and/or
    - ii. Failed to adhere to the Market's rules, including failure to demonstrate respect for the Market, its customers, and fellow vendors.
  - d. Upon a successful review by the Board, new members shall be eligible for full Market membership as either active or associate members, whichever status applies under the Bylaws.

## **Section 2: Product Requirements/ Restrictions**

1. Products, which can be sold, include:
  - a. Any vegetable grown by the member from seeds, sets, or seedlings.
  - b. Any fruits, nuts or berries grown by the member from trees, bushes, or vines on the member's farm.
  - c. Any plant grown by the member from seed, seedling, transplant or cutting. Plants must have been grown by the seller long enough for the roots to fill the entire pot.
  - d. Bulbs propagated by the member.
  - e. Eggs produced by the member's poultry.
  - f. Honey produced by the member's bees.
  - g. Fresh (not frozen) baked goods made by the member. All baked goods must be sold packaged in accordance with the Packaging Guidelines.
  - h. Preserves, relishes, jams, jellies, etc., made by the seller. No "low-acid" canned foods such as green beans, corn, peas, carrots, etc. may be sold. High Acid or Acidified foods (pickles, tomato products, etc.) may be sold if the member has passed the FDA certification course. A copy of their certification must be on file with the Market Manager.
  - i. Fresh cut or dried flowers grown by the member.
  - j. Firewood cut by the member.
  - k. Compost produced and bagged by the member. No topsoil or un-bagged compost may be sold.
  - l. Fish, meat, and cheese from animals raised on the member's premises (See the Meat Guidelines).
2. All produce must be of top quality, as to be determined at the discretion of the Market Manager.
3. All prepared food items, meat, fish, and cheese sold must meet state and local health regulations including the inspection of the prepared foods member's kitchens by NCDA or county health inspectors (whichever applies) and labeling in compliance with the regulations. Members using well water must also have their water tested annually and have that report on file with the manager. A copy of the member's kitchen inspection form(s) must be on file with the Market Manager, as well in the possession of the member when selling at market.
4. All items sold as organic must meet the requirements of the National Organic Program. Vendors of organic items must have a copy of their organic certification on file with the Market Manager as well as in the vendor's possession when selling at Market. Only certified organic growers may display signs using the word organic.
5. No live animals may be sold or given away at the market.
6. Non-farm crafts produced by the member may be sold at the Carrboro Market. All crafts must be approved by the crafts committee (See the Non-Farm Crafts Guidelines).
7. Active members of the CFM may sell books that they have originally written that relate directly to the actual product sold at the market, or describing the work and life of the member as it relates to their market activities. Photographs may be included that relate to the member's life and work. All books must be approved by the Board of Directors prior to sale.
8. A Vendor is prohibited from posting any sign or otherwise advertising for sale a product that is prohibited to be sold at the market.

9. Production, Storage and Processing:

- a. All items must be grown and produced, processed and stored within a fifty-mile radius of the market and within North Carolina.
- b. No long-term storage of processed items for sale at market outside the 50-mile radius limit will be allowed.
- c. Storage will be limited to no more than 30 days past the completion of processing to allow the producer efficiencies in transport to and from the processing plant.
- d. In order to process a product outside the fifty-mile radius a member must obtain a waiver from the Board allowing the same.

**Section 3: Vendor Requirements/Restrictions**

1. For each space rented at the market there must be in attendance at least one person who has substantial personal, “hands on” involvement in all phases of the production and have a personal and financial stake in the high quality of the merchandise sold (see substitutions and sabbaticals for exceptions).
2. Members who sell at the market may have assistants or employees helping them.
3. Members must be the original producer of all items being sold. No buying and reselling of produce or other products are allowed.
4. A member may lease land for crop production; however if that land has an established crop on it at the time of the origin of the lease, the member must perform all operations necessary to manage that crop for at least one full season prior to the season in which the fruits of that crop are harvested for sale at the market. The member agrees to provide copies of any Lease(s) or other documents concerning the leased land to the Board upon request of the Board for the same. A member who purchases land with an established perennial crop on it may harvest and sell that crop in the year of purchase.
5. Members must reside and produce the items they sell within a 50-mile radius of Chapel Hill or Carrboro and in the State of North Carolina.
6. Mid-week market vendors are only allowed to sell at Mid-week markets. This rule does not apply to members accepted to and selling at the market prior to 2019.
7. Members accepted to the Saturday Market may not attend a Mid-week Market. This rule does not apply to members accepted to the market prior to 2019. Mid-week market vendors are allowed to sell on Saturdays if space is available and only if they have attended the mid-week market that week. These vendors will not become a Saturday vendor even if they obtain 17 weeks at market. Vendors accepted to the Saturday Market may attend the Wednesday Market if space is available. These vendors will not become a Wednesday Market vendor even if they obtain 11 weeks at Market.
8. Substitutions:
  - a. *Short Term Substitutes:* Member may send any individual to represent their business at market in their absence based on the following criteria.
    - i. Short Term Substitutions shall be based on 20% of the previous year’s attendance.
    - ii. First year members must attend 17 weeks, and then are allowed no more than two substitutions for the rest of that calendar year.

- iii. There is no carry over from year to year.
  - b. Short Term Substitutes are considered to be under the supervision of the Market Member they are working for, even though the member may not present at market. The Market Member and their farm unit will be responsible for the actions of the substitutes.
- 9. Sabbatical Policy:
  - a. After ten years of active membership a member may take off all or part of a year from the Market and may regain all rights of active membership upon return, such as voting rights, reserved spot and seniority listing.
  - b. A member can exercise this option every ten years, but ten years must elapse between sabbaticals.
  - c. Notification of sabbatical must be submitted in writing to the board including the beginning and ending dates.
- 10. Hardship policy: The Board has the discretion to hold members reserved spaces who cannot attend the required number of weeks due to extreme circumstances (i.e. illness), members must give a written request/explanation to the Board.
- 11. Inspections
  - a. The member's farm or business must be visited by representatives of the Chapel Hill-Carrboro Farmers' Market, Inc. before his/her application will be considered for approval.
  - b. Members must allow their farms to be inspected by a committee designated by the Board of Directors whenever such an inspection is required by the Board.
  - c. A minimum of 14 active members must be re-inspected each year, chosen at random.
- 12. Voting:
  - a. Number of weeks sold at either Market count towards 17 needed for active/voting member requirement as long as not from both Markets in the same week(s).
  - b. A Farm Unit may appoint a proxy to cast their vote. The proxy must be a physical person. The appointment of the proxy must be submitted to the Market Manager or Board chair prior to the annual meeting. The Board will not consider the attendance requirement to have been met and the member will lose their reserved space.

#### **Section 4: Hours and Dates of Operation**

1. The Saturday Market operates year round:
  - a. 7 am to noon April through October
  - b. 9 am to noon November through March.
2. The Wednesday Market operates from the 2nd Wed. in April until second Wed. in October:
  - a. Market will be open 3-6 pm. No selling spaces may be occupied prior to 2 pm.

#### **Section 5: Fees**

1. Members must pay a \$50.00 annual membership fee. This fee must be paid at the first market attended each season. Only one annual membership fee is required no matter how many markets a member attends.
2. Saturday Market:
  - a. When the market operates from 7 am-noon the daily fee is \$20.00 for one space and \$55.00 for two spaces.
  - b. When the Market operates from 9 am-noon the daily fee is \$15.00 for one space and \$40.00 for two spaces.
  - c. The daily fee for three spaces is \$80.00 at any time throughout the year.
3. Wednesday Market:
  - a. The daily selling fee at the Wednesday Market in Carrboro is \$12.00.

### **Section 6: Space reservations**

1. The width for a single space is 10-11 feet depending on location in the Market.
2. The maximum depth of a vendor's display is 20 feet, measured from one foot behind the front of the brick columns or the edge of the concrete walkway.
3. Vendors may park a vehicle beyond their display area as long as it does not infringe upon any other seller. The front of vendors vehicles must not extend past the grass next to the Bim Street lot.
4. Only one vehicle & trailer per space.
5. Members who have attended a market for 17 Saturdays or more (or 11 Wednesdays or more) during the previous year may reserve a regular selling space for the season at that market, as space permits. Members who have attended 27 or more weeks may reserve 2 spaces, as space permits
6. Members must be present for the full Market hours to receive attendance credit. Should a member arrive late or leave early, then that member will not receive attendance credit for that day. All exceptions are to be at the manager's discretion.
7. Multiple Spaces:
  - a. No more than 50% of the spaces under the shelters may be reserved by multiple space vendors.
  - b. Maximum number of double-spaces is ½ of total spaces under the shelter and 1/3 of the total spaces for the whole Market (shelter and outfield combined).
  - c. Vendors may use a contiguous third space, if open, without limit on how many days it can be used. There will be no permanent 3 space reservations.
  - d. No multiple spaces are allowed at the Wednesday Market.
8. Requesting a Double Space:
  - a. Members requesting a second space must file a request with the Market Manager at the beginning of the selling season prior to the year in which they want the second space (see the Second Space Request Procedures).
  - b. The Board must review the applicants throughout the season, in May, June, July and August.
  - c. Any member who reserves more than one space must pay for and occupy all reserved spaces at least 27 weeks, or lose the right to reserve more than one space the following year.
  - d. The Board of Directors reserves the ability to rescind the double space if the member no longer exhibits the need for the space.

9. A member must occupy a reserved space at the Saturday Market by the first Saturday in May or by the 3rd week of the Wednesday Market or lose the right to reserve that space for the remainder of that season unless he/she notifies the Market Manager before those dates of intent to begin selling at a later date. All exceptions are to be made at the Market Manager's discretion.
10. Reserved spaces will be held until 15 minutes prior to the start of market
11. Prepared Food and Craft Vendor Limit: Prepared Food and Craft vendors cannot occupy more than 18% of the market spaces which allows for 15 at the Saturday Market and 6 at the Wednesday Market.
12. Crafts and prepared foods vendors can reserve only one space.
13. See the Winter Market Space Guidelines for how spaces under the shelters are allocated during the first 11 weeks of the calendar year.

### **Space Assignment and Seniority:**

1. Space Assignment and Seniority System for all members eligible to reserve a selling space:
  - a. Space reserved the previous season is automatically re-assigned.
  - b. Request for different or additional space will be assigned, if space is available, based on the seniority system:
    - i. Number of years with 17 weeks or more, if tie;
    - ii. Number of years with 27 weeks or more;
    - iii. If tie in number of years with 17 weeks or more but no years over 27 weeks then total number of weeks over 17 breaks tie;
    - iv. If tie at 17 and 27 weeks then total number of weeks over 17 breaks tie.

### **Section 7: Other Market Logistics**

1. Each vendor is responsible for cleaning up the area around his/her selling space.
2. Prices must be posted for all items sold.
3. Vendors should not move their vehicles in or out of the Market area during times when such movement would pose a danger to people in the shopping area. Specifically, in all cases, vendors are prohibited from moving their vehicles during market hours. After the start time of the market, no vehicles may enter the market place area. If a vendor arrives after the start of market and wishes to sell, all vendor materials must be unloaded and carried in from a parking space, then the vendor's vehicle(s) must be moved to an approved off-site location.
4. Employee Parking Policy:
  - a. Employees or any member of the farm unit working at market cannot park their vehicle on Fidelity, Laurel, Bim, Ashe streets, or in Laurel St. Municipal Lot or any of the town hall lots adjacent to the market during market hours. Extra vehicles should be parked at Carrboro Elementary school.
  - b. Disciplinary action for violating employee parking policy:
    - i. First violation – warning to the farm unit;
    - ii. Second violation - \$100 fine to the farm unit.
5. No water or ice that comes into contact with meat or fish may be deposited or allowed to drain onto the Market premises.

### **Section 8: Amendments/Changes to Market Member Applications:**

1. Members wishing to sell a new category of product than they have previously and possibly change classification (example-a baker now wants to sell produce) must fill out an amended application form and be approved by the Board of Directors. The member will be monitored at Market and the Market reserves the right to request an inspection of the Member's facilities prior to consideration of the request to sell a new category of product. Final decision will be made by the Board at end of season.
2. Members of the Market classified as farmers may sell, upon approval of an amended application, non-farm crafts:
  - a. These crafts must meet all guidelines contained herein, be reviewed by the crafts committee and be approved by the board of directors.
  - b. To retain farmer classification, more than 50% of the vendor's display must be farm products for:
    - i. At least 17 weeks each year; and
    - ii. 50% of the total number of markets attended by the member that year.

### **Section 9: Transfer of Membership:**

1. Only farm businesses that are currently active members of the Corporation and have been active for a minimum of 10 years are eligible for Membership Transfers.
2. "Prior significant active involvement in the business" is defined as significant personal hands-on involvement in the production of the items sold for at least 7 years prior to transfer.
3. Seniority will be calculated using the calendar years that the transferee had significant active involvement in the business. Those years will be determined by the Board of Directors from accepted documents. The attendance number of the business during those years will be used to calculate the transferee's new seniority ranking.
4. In transfers to a person(s) with 10 or more years of significant active involvement in the farm business, a single previously reserved space will transfer. Less than 10 years and no reserved space will transfer. In such a case, the transferee will be allowed to select a space in the first year of the transfer based on the prorated seniority.
5. The above transfer of membership rules do not apply to transfer of membership within a family.
6. The Board must be notified in advance of any potential/actual transfer. All transfers, including family transfers, are subject to Board review and final approval.

### **Section 10: Probation, Suspension, Termination of Membership**

The Board of Directors by an affirmative vote of five of the seven members may for cause suspend for a fixed period of time or expel a member. Any member has a right to notice before such action is taken against him. Cause shall be deemed to include but not limited to: (1) failure to submit to or abide by any decisions made by the Board of Directors or to accept any ruling of



the membership including the rules of all markets operated by the corporation, (2) selling or offering for sale any products not grown or originally produced by the member's farm unit, (3) failure to pay dues for the period fixed by the by-laws, and (4) failure to adhere to an ethical code governing conduct of sales as adopted by the Board of Directors. If a member is terminated for any of the above reasons the membership fee [annual dues] is not refundable.

1. **PROBATION:** If the Board of Directors finds, based on a report by the Market Manager, that a Market Member has violated a Market rule, the Market Member may be placed on probation. Any period of probation may be determined by the Board of Directors. Notice of the probation status shall be delivered to the Market Member in person or by certified mail. The notice shall include:
  - a. The rule that was violated and the date/dates of violation
  - b. The length of the probation period and date of effect
  - c. That during the probationary period, a rule violation can result in suspension of Market membership.
2. **SUSPENSION:** If the Board of Directors finds that the Market Member who is on probation status has engaged in further violation of the Market rules during the probation period, the Market Member's Market membership may be suspended. Any period of suspension shall be determined by the Board of Directors. The Board of Directors shall notify such Market Member of the date, time, place, and purpose of the board meeting designated for consideration of the Market Member's suspension.
  - a. Notice of a suspension shall be delivered to the Market Member in person or by certified mail. The notice shall include:
    - i. The rule that was violated and the date/dates of violation
    - ii. The length of the suspension period and date of effect
    - iii. That the Market Member may not sell at Market for the duration of the suspension
    - iv. That further rule violation may result in termination of Market Membership.
3. **TERMINATION:** If the Board of Directors finds that the Market Member who has previously been on probation and suspension engaged in further violation of the Market rules, then the Market Member's Market membership may be terminated based on an affirmative vote of five of the seven members of the Board of Directors. The Board of Directors shall notify such Market Member of the date, time, place, and purpose of the board meeting designated for consideration of the termination of the vendor's Market Membership. Notice of termination shall be delivered to the vendor in person or by certified mail. If a Market Member's membership is terminated, the membership fee (annual dues) is non-refundable.

#### **Section 11: Communication:**

1. A copy of the Bylaws must be given to each member.
2. All suggestions, complaints, comments must be presented in writing to the Board of Directors, signed along with their name, address, and telephone number.
3. A current directory of all members with voting status will be given to all members at each annual meeting.

4. Vendors with reserved spaces that fail to call or notify the manager if they are not coming to Market the Wednesday before the Saturday Market, or Monday before the Wednesday Market, will be charged a fee. The fee will be the same amount as their stall fee and will be collected their next selling day.
5. The annual meeting will be held on the second to last Saturday in February with the snow date the following Saturday.

### **BOARD GUIDELINES**

**Attachments:** Meat Guidelines, Winter Market Space Guidelines, Prepared Food Guidelines, Packaging Guidelines, Non-Farm Craft Guidelines, Guest Vendor Policy, Code of Conduct

## Meat Guidelines

The following guidelines have been created to help operate the Carrboro Farmers' Market specifically pertaining to the sell of meat, poultry, and eggs.

1. Farmers who sell meat, poultry, and eggs, must comply with North Carolina State and Federal laws designed to ensure the meat and poultry products sent into commerce are wholesome, unadulterated, and properly labeled. The North Carolina Department of Agriculture and Consumer Services (NCDA & CS) enforces these laws.
2. In addition to following state and federal laws, CFM vendors must comply with CFM rules and guidelines pertaining to the sale of meat at the market.
3. Products which can be sold include: Meat and eggs from animals raised on the vendor's premises.
  - a. The following guidelines apply unless the animals are born and bred on the vendor's premises.
  - b. All meat and egg producing livestock must be held by the vendor for a minimum time period as defined below:
    - Rabbits: All rabbits sold must be bred on the farm or held for at least one year.
    - Poultry: Meat poultry must be purchased by seller by 2 weeks of age or be held for at least one year.
    - Egg layers: Layers must be purchased by 8 weeks of age.
    - Livestock:
      - Lambs, goats, sheep, and swine: must be owned for a minimum of 90 days from time of purchase with a receipt
      - Cows: must be owned for a minimum of 120 days from time of purchase with a receipt
  - c. Sellers must keep on file both receipts of purchase, or birth log, and slaughter of livestock and poultry. Upon inspection seller must be able to produce receipts.
  - d. Farmer may not transfer any interest in ownership of product prior to sale until point of sale at the Market (farmer must retain continuous ownership of product from the animal's birth or purchase until point of sale at the Market).
4. All meat sold at Chapel Hill - Carrboro Farmers' Market must be processed in a NCDA/USDA inspected facility. No self-processed meat may be sold. The only exception to this is poultry and rabbit. On-farm poultry and rabbit processing by vendors is allowed, pending a successful state inspection and proof of a minimum of \$1 million liability insurance.
5. No live animals may be sold or given away at the market.
6. Any farmer who receives, stores, transports and /or sells (wholesale or retail) meat or poultry products must register as a meat handler with the NCDA & CS. Sellers must have a copy of their meat handler's license on file with the Market Manager.

7. The producer/seller must have an acceptable storage facility for transporting meat that is clean and free from rodents and other pests. The product must be handled and stored under acceptable conditions (appropriate temperature, product rotation, etc.) to prevent from becoming adulterated. Transport vehicles must be clean and in good working condition. No water or ice that comes into contact with meat may be deposited or allowed to drain onto the market premises.
8. There are no maximum and/or minimum temperature parameters set by the NCDA & CS. They only require that the product be stored and transported properly to prevent “temperature abuse.” Meat products may be sold fresh or frozen. CFM will further require that if items are frozen, they must remain frozen (32 degrees F or below) at the point of sale. If sold fresh, cooler must be maintained at 42 degrees F or below.
9. All meat sold must comply with state and local health regulations and be labeled in compliance with these regulations. Product labels must include product name, statement of ingredients, inspection legend (applied by processor), net weight statement, farm name and address, processor’s ID, and safe handling statement (applied by processor). All required labeling must be done at the processor. You may not change the original label or add any other labels to the meat that could be viewed as a misrepresentation of the product once it has left the processor. This includes applying the net weight of the meat label. Price and UPC stickers may be added by the retailer or vendor. Adding your farm name, contact information, and sale price is acceptable as long as it is applied separately from and does not obscure the original label. Meat handlers may not open or repackage products.

Any meat product that does not fall in the above guidelines needs to be brought to the board with an amended application form.

Date Modified 10/13/20

## Winter Market Space Guidelines

Since the market began year round operation in the winter of 2008 there has been much discussion of how to incorporate the changes that it would create to the basic market structure. After 5 years, with cold and warm winters, we now have enough experience and data to make the following guidelines.

There will be no separate “winter market” like other markets have set up with separate sets of vendors, hours, seniority systems, even locations. The Carrboro Saturday Market is a year round Market but there is a need to fairly manage the spaces under cover and on concrete for those weeks when vendors want to move from their regular Saturday reserved space to a warmer, drier location and to make the Market look more contiguous and full.

For clarification a few definitions:

**Winter Market Hours:** During the weeks between the first Saturday in November and the last Saturday in March the Market operates with shorter hours and lower space fees. This is not the same as “the winter market”, see below.

**The Winter Market for Space Reservation Purposes:** is defined as the period of time between the Saturday Market historic operating dates- after December 31st until the second to last Saturday in March. Therefore, the winter market is defined as the first 11 weeks of the new calendar year starting with the first Saturday in January.

Winter Market spaces are defined as the spaces under the shelters as well as the additional spaces on concrete for a total of 36 spaces. All other spaces not on concrete are assigned and reserved as usual.

**Who may reserve a winter market space:** Sellers who have attended the winter market (see definition above) for 8 weeks or more during the previous year may reserve a winter market space, as space permits.

The number of spaces that can be reserved by non-farmer vendors will be 7 (the same ratio as all other markets). The seven most senior winter markets prepared food and non-farm craft members are eligible to reserve a space at the winter market.

Saturday members that currently reserve two spaces may reserve a double space at the winter market if they are eligible to reserve a winter market space (see definition above). No more than 16 spaces under shelter may be reserved by two space vendors. The Board encourages sellers to only reserve or use two spaces if absolutely necessary.

As it has since 2008, attendance during the winter market also counts towards total Saturday attendance and seniority numbers. For example, 5 winter market weeks plus 12 weeks during the rest of the year results in the 17 total weeks needed to reserve a space for the regular Saturday market.

Space Assignment for all members eligible to reserve a selling space for the Winter Market will proceed as follows:

- Winter spaces on concrete will be re-chosen each fall.
- Each fall all members with a reserved space on concrete will be surveyed on their plans to attend during the winter weeks and how many spaces they intend to use if they have 2 spaces.
- Those members with a regular reserved space on concrete and who intend to sell 8 weeks or more the upcoming winter season:
  - Will automatically be assigned that space(s) even if they are not eligible to reserve a winter space IF they put their intent to sell in writing and present it to the manager prior to the start of the winter market season.
  - If a regular reserved space vendor does not meet their intended 8 weeks, they will lose the privilege to reserve their regular space the following season.
- The spaces of members with a regular reserved space on concrete who intend to sell less than 8 weeks out of the 11 winter weeks will become available to any eligible winter market member during those 11 weeks.
  - That member can stop in and sell at any point during the winter weeks but would have to sell in a different space if their space is occupied.
  - When that member, after notifying the manager, returns on a regular basis in the spring they will automatically return to their space even if before mid-March.
- Empty spaces will be assigned by the following seniority system:
  - Number of years with 8 weeks or more during the winter market, if tie:
  - Number of cumulative years as an active member of the Saturday Market, if tie:
  - Number of cumulative weeks during the winter market

As with all markets, vendors may temporarily occupy any space as long as the member who regularly reserves that space is not there. Temporary space assignments are made by the Market Manager.

## Prepared Foods Guidelines

### 1. Definitions:

- a. “Prepared Foods”: Prepared foods are foods that are typically produced for immediate consumption. Some prepared foods require heating before consumption. “Preparing” is any act other than washing with water and may include peeling, cutting, dicing, grinding, or cooking of a food item. Prepared foods can be defined as follows:
  - i. The food is heated (or was previously heated) by the seller
  - ii. Two or more foods items are mixed or combined by the seller
  - iii. The food is combined by the seller to be heated by the customer, including tea, spice mixes; preparations to be finished by the customer
  - iv. Drinks are prepared food; vendors selling drinks need to follow Good Manufacturing Practices
- b. “Value-added Farm Products”: Raw, agricultural products that have been enhanced to have a higher market value or longer shelf life. For example, a strawberry farmer’s strawberry jam.
  - i. Value-added farm products made by the vendor must be made in an inspected kitchen or facility where the CFM vendor has personally undergone an inspection by the appropriate regulatory authority.
  - ii. Meat products that are processed in USDA facilities are value-added farm products. See Meat Guidelines.

### 2. Categories of Prepared Foods and the regulatory requirements

- a. CFM requires all Prepared Food to be prepared in a kitchen or facility certified by the appropriate agency for the product (FDA, NCDA, Health Dept, NCABC, USDA.) Current ServSafe certification is recommended for all vendors’ kitchens. In addition to complying with applicable state and federal regulations, products must be labeled in compliance with CFM rules and regulations, and all products must be approved on the vendor’s application. For new products, vendors need to amend their applications and wait for approval before bringing new items to market.
  - i. Baked Goods: NCDA certified kitchen; Section 2, g. Labeled according to guidelines
  - ii. Acidified Foods: NCDA certification course, NCDA certified kitchen, labeled according to CFM guidelines; individual products and site registered with FDA
  - iii. Infused Oils/vinegars: NCDA certified kitchen, labeled according to CFM guidelines
  - iv. Jams/Jellies: NCDA certified kitchen, labeled according to guidelines
  - v. Dried prepared foods (such as spice blends, dried herbal teas, or dried peppers): NCDA certified kitchen, labeled according to CFM guidelines
  - vi. Non-acidified, acidified and refrigerated, fermented, or frozen prepared foods: certified commercial kitchen permitted and inspected by the county health department.
  - vii. Meats, Seafoods: USDA or Health Department Inspection (restaurant kitchen,) inspected to the individual business who is doing their processing there
  - viii. Cheese: NCDA, FDA

- ix. Wine/Cider: winery licensed by TTB and NCABC, labeled in accordance with NCABC, FDA and TTB regulations
  - x. Honey that has been altered (ie. infused, creamed, flavored): Appropriately certified facility.
  - xi. Non-alcoholic beverages sold by the cup/glass for consumption on site: vendor needs to follow Good Manufacturing Practices: 21 CFR Part 117 (Sub Part B). No license or inspection is required. Ingredients of drinks must be posted. Any beverages sold for off-site consumption need labels with list of ingredients, business contact information, and manufacturing date.
    - b. Carrboro Farmers' Market is a PRODUCER-ONLY market; co-packing is not allowed. (A copacker is a company that packages products for their clients.)
3. Home Occupancy Permit: If the location where the vendor resides requires a Home Occupancy Permit to operate a business kitchen, then the market requests that the vendor provide proof of permission to the market.
  4. Liability Insurance: CFM doesn't require this as yet, but it is strongly recommended for every vendor to carry their own liability insurance.



# Packaging Guidelines for the Carrboro Farmers' Market

## Wrap or cover

Vendors have two options for packaging baked goods:

1. Individually packaging these items in a NCDA approved or Health Department approved facility.
2. Selling from clean, covered bulk containers that are only accessible by the vendor. Those who choose to sell from covered bulk containers must use one of the following acceptable methods to remove food from covered bulk containers: clean tongs or other utensils, single-use gloves, or single-use wax paper sheets. The baked goods should then be placed in a clean, unused bag or container and handed to the customer, or single items can be directly handed to the customer in a single use wax paper sheet when appropriate. Consumers are not allowed to self-serve from covered bulk containers.

## Labeling

Vendors have options for labeling:

1. Individually packaged single serving foods set out for self-service require a label on the package. A label must be affixed to the package bearing the common or usual name of the product, a declaration of ingredients in descending order of predominance, the name and complete address of the firm or party responsible for the manufacture of the product.
2. Baked goods sold in bulk and handed out directly to customers should have ingredient placards posted on bulk containers for customers to see.
3. Drinks and any food handed out directly to customers must have ingredient placards posted for customers to see.
4. All canned goods labels must have: product name, statement of ingredients, net weight, farm name and address; acidified foods need additionally a batch number and a "best by" date.
5. Individually packaged, non-single serving, non-canned goods require an ingredient list in the descending order of predominance, net weight, business name, business contact information, weight of product, and manufacturing date.
6. Labels for honey must include weight in ounces/pounds and grams, name and place of manufacture, and identity of contents ("honey").

*Packaged foods are regulated by the Department of Agriculture and Consumer Services under the provisions of G.S. 106-121(13a) which defines "packaged" as any container or wrapping in which any consumer commodity is enclosed for use in the delivery or display of that consumer commodity to retail purchasers. Labels are required on packages set out for self-service, but are not required when someone hands out wrapped products ordered by a customer. Labels must bear the common or usual name of the product, declare ingredients in descending order of predominance, bear the the name and complete address of the firm or party responsible for the manufacture of the product, and in some circumstances, net weight or quantity and nutritional information. <http://www.ncagr.com/fooddrug/food/foodlaw.htm>*

## **Cross-contamination**

Vendors should strictly segregate the foods handled at market to ensure that there is no cross-contamination. Vendors selling raw meat, poultry or compost and ready-to-eat foods, such as baked goods, must take extra precautions. These vendors must pre-package ready-to-eat baked goods individually in a licensed facility away from the danger of cross-contamination and are not allowed to sell baked goods from enclosed bulk containers.

## Chapel Hill-Carrboro Farmers' Market Guidelines for Non Farm Crafts

The following guidelines are set forth for the purpose of jurying non-farm crafts in order to determine whether the proposed craft is eligible to be sold at market operated by Chapel Hill-Carrboro Farmers' Markets, Inc. All *non-farm* crafts must be juried by the Crafts Committee prior to being sold at any market operated by Chapel Hill-Carrboro Farmers' Markets, Inc. The Crafts Committee recommends to the Board of Directors of the Chapel Hill-Carrboro Farmers' Markets, Inc. whether or not the proposed craft is eligible to be sold at the market. The Board of Directors has the final determination as to whether or not a craft item can be displayed and sold.

Crafts, for the purpose of the Chapel Hill-Carrboro Farmers' Markets, Inc., shall be determined to be: **an item which an observer of the craft can appreciate the technique and execution of the employment of manual skill in the craft's production.**

Non-farm crafts are produced from materials not grown or harvested by the craftsperson.

Farm crafts are value added farm products produced predominantly from materials grown or harvested by the craftsperson. These crafts do not have to be juried by the Crafts Committee but do have to pass all other farm inspections.

The Crafts Committee will be composed of five current crafts vendors. All recommendations to the Board of Directors by this committee will be by majority vote.

Any new *non-farm* craft item proposed to be sold at The Farmers' Market must be reviewed by the Crafts Committee and approved by the Board of Directors. New non-farm crafts applicants must submit applications for review by the Crafts Committee at least one month before the next jurying date. These forms should be given to the Market manager.

The Crafts Committee will only jury items the last Saturday of every month if prior request is made. Potential craft vendors will not be present at the jurying to insure open and frank discussion. The Crafts Committee will render its collective decision in writing using the Crafts Jurying Worksheet to the Market manager on the next Market day. The Market manager will then poll the Board of Directors for their consensus prior to informing the potential craft vendor.

Members of the Market classed as farmers may sell non-farm crafts. These crafts must meet all guidelines contained herein, be reviewed by the Crafts Committee and be approved by the Board of Directors. To retain farmer classification more than 50% of the vendor's display must be farm products for 17 weeks or more each year, this determination to be made by the Market Manager.

### Specific Criteria

1. All crafts must be hand crafted by the vendor or a member of the vendors farm or craft unit.
2. Crafts must be the product of a home or cottage type industry using an intermediate type technology rather than an industrial type production.

To be considered "hand crafted", the item must show evidence of manual skills obtainable only through a significant period of experience and dedication.

Examples of unacceptable items would be, but not limited to: tracings of paint by number, photographs, postcards, prints, printed materials, ceramics or pottery from commercial molds, wood carvings using duplicating machines, kits in any form, and any other items which clearly do not reflect originality of design.

3. The value of purchased raw materials shall not exceed 30% of the selling price.
4. No mechanical, optical, digital, or electronic reproductions will be allowed.
5. All crafts must be of excellent workmanship both in quality and design.
6. All crafts vendors must comply with and abide by all Rules and By-Laws used to govern the Chapel Hill-Carrboro Farmers' Markets, Inc.
7. The Market Manager has the discretion to immediately remove any craft item that he/she considers objectionable. The Board of Directors must review the manager's decision within 30 days and make an official ruling on the matter.

## The Carrboro Farmers' Market Guest Vendor Policy:

The Market will allow businesses offering highly desired products not represented at the Market to sell as guest vendors. **Guest vendors must comply with all applicable Market By-laws, rules, and precedents.** Guest vendors will also be governed by the following additional guidelines:

- Businesses selling highly desired specialty food items that complement the Market's current offerings are eligible to apply to be guest vendors at the Carrboro Farmers' Market.
- Prepared food applicants must demonstrate a history of using locally sourced ingredients to be considered.
- Businesses owned by current Market Members will not be considered.
- Guest Vendors must comply with all applicable Carrboro Farmers' Market Rules and By-Laws, including attendance at market by the business owner. Substitutes will not be allowed.
- The 50 mile radius rule will be waived for Licenced NC seafood dealers offering seafood caught in or off North Carolina shores.
- The Market board will accept and approve guest vendors on a rolling basis through an application process. The Board will approve both the vendor and their proposed menu items. Only menu items that complement the current product mix at Market will be considered.
- Guest Vendor attendance will be limited by the following criteria:
  - New guest vendors will be approved for a one-market trial. After the trial date, the board will decide if the vendor is eligible to be a guest vendor for the year.
  - The number of weeks a guest vendor may sell at Market will be based on demand for product and availability of space at the market manager's discretion.
  - Only one guest vendor will be allowed per Market day. Two guest vendors may be allowed in the same day if their products are complementary and space allows. Exceptions to be made at the Market Manager's discretion.
  - Each guest vendor is eligible to sign up for a maximum of 2 Saturdays and/or 2 Wednesdays per month, space permitting, dependent upon their approval status and/or manager's discretion.
- Guest Vendors will only be permitted to sell in unoccupied spaces at Market.
- Guest Vendors are only approved for the current Market year, and must re-apply to be considered for the following season.
- Acceptance as a guest vendor does NOT make the vendor a Market Member, and therefore the guest vendor does NOT attain any of the privileges of membership – Seniority, Space Reservations, Voting Rights, etc. Guest vendor privileges can be revoked by the Board of Directors at any time.

- All guest vendors are responsible for following all applicable health department guidelines to ensure food safety. Guest vendors are only eligible to sell prepackaged foods, and these items must be stored at proper temperatures.
- Guest Vendor Stall Fee: \$60 for peak season Saturday Markets April through October, \$45 for off season Saturday Markets November through March, \$45 for each Wednesday.

**Guidelines for Guest Vendors:**

- The Market Manager will set an arrival time for guest vendors. Failure to arrive on time may result in inability to sell at Market. Arrival time will be sometime between 5:30 and 6:30 AM for the Main Season Saturday Market, 7:30 and 8:30 AM for the Saturday Winter Market, and 2-2:30pm for the Wednesday Market.
- Guest vendors may need to drop off their supplies at Market and park off site. Parking for staff and employees is available at Carrboro Elementary School on Ash Street.
- Vendors are responsible for managing lines and congestion so that it does not block other vendors or the flow of the market. The best way to do this is to be prepared to move customers through your booth as quickly as possible.
- Guest vendors must stay for the duration of the Market, even if product is sold out prior.
- Guest vendors are responsible for cleaning up their space at the end of Market.
- Guest vendors are required to make an e-newsletter submission each time they attend market. Submissions are due to the Market Manager by 5 PM Thursday for the Saturday Market and 5 PM Tuesday for the Wednesday market.

*Updated August 2019*

## **Code of Conduct**

Everyone is welcome at the Carrboro Farmers' Market, regardless of age, race, color, religion, sex, national origin, limited english proficiency, political affiliation, disability, sexual orientation, marital status, gender identity, or gender expression.

All vendors, staff, volunteers, and any other persons participating in the Market function shall not discriminate against any individual.

All vendors, staff, volunteers, and customers are expected to act in a professional manner and to treat one another with respect.

All vendors, staff, volunteers, and board members shall project the necessary attitudes and behavior to ensure that harassment, sexual harassment and/or discrimination do not occur.

Any grievance may be reported to the Market Manager or any board member.

The Market will not tolerate instances where a person is retaliated upon in any way for complaining of harassment, sexual harassment or discrimination. Confidentiality will be maintained whenever possible.

Harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of their age, race, color, religion, sex, national origin, limited english proficiency, political affiliation, disability, sexual orientation, marital status, gender identity, or gender expression, or that of their relatives, friends, or associates.

Discrimination refers to unfair or unequal treatment of an individual (or group) based age, race, color, religion, sex, national origin, limited english proficiency, political affiliation, disability, sexual orientation, marital status, gender identity, or gender expression, or that of their relatives, friends, or associates.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

*Updated 12/12/20*