



## **2022 Rules of Caswell Farmers' Market**

### **Article I – Statement of Purpose.**

Caswell County Local Foods Council Inc, (CCLFC) is a non-profit North Carolina corporation that does business in Caswell County, NC. CCLFC operates the Caswell Farmers' Market (the "Market"), which provides local farmers and farm-related artisans and craftsmen the opportunity to sell goods and services directly to the citizens of Caswell County and the surrounding area. The farmers, artisans and craftsmen seek to create a friendly, open market and an enjoyable destination for the community to meet, to purchase farm and farm-related goods and services and to learn about farming, food and food production. The Market's success will be apparent by its impact on the local agricultural food economy, the increased understanding of farming, healthy foods and local food production and consumption.

### **Article II - Membership and Dues**

#### **Section 1. Caswell Farmers' Market Membership**

A farmer, business, artisan or craftsman actively engaged in the production of farm or agricultural related products or handcrafted goods for direct sale to the public may apply for Market membership. Members must be the original producer of all products sold and agree to abide by these Rules and all other policies and procedures adopted by CCLFC. All pertinent Market documents are posted on CCLFC website, [www.CaswellLocalFoods.org](http://www.CaswellLocalFoods.org).

Membership in the Market is not transferable or assignable. Membership in the Market is NOT membership in CCLFC.

#### **Section 2. Membership Definitions and Requirements**

- A Market member is an entity (farm, business, etc.) that has been accepted by CCLFC following the application and inspection process and has paid or received a scholarship for market fees.
- A member must reside and produce all goods and services within a 75-mile radius of Yanceyville, NC.
- A farm member grows or raises products sold at the market.
- A value-added food products member produces, in an inspected kitchen, goods derived primarily from local farm raw materials and ingredients when available.
- A craft member sells inedible hand-crafted products (artwork, crafts etc.) derived primarily from locally produced raw materials, when available. The member must be the creative force and maker or producer of the products. Craft members will not exceed 20% of Market membership.

#### **Section 3. Annual Dues.**

Annual dues will be set by CCLFC at the Annual Market Membership Meeting each year. Annual dues must be received by first market date. Annual Dues for the 2021 SEASON are \$35 if paid by February 18, 2022 and \$50 if paid any time after February 18, 2022. If a vendor is selling for one day only, the fee is \$25 and must be paid before setting up.

#### **Section 4. Applying for Membership.**

Market membership applications are to be submitted to CCLFC.

#### **Section 5. Resignation and Leave of Absence.**

A Market member may resign at any time in writing to CCLFC, but not in the middle of a market.

#### **Section 6. Membership Termination.**

CCLFC may suspend for a fixed period of time or expel a Market member for cause. Cause may include but is not limited to:

- A. Failure to submit to comply with these Market Rules as amended from time to time.
- B. Selling or offering for sale any product not grown or originally produced by the Member.
- C. Failing to pay annual dues by the deadline.

Market membership annual dues are not refunded when a member is expelled for any reason.

### **Section 7. Property.**

No property rights shall accrue to any Market member by virtue of being a member. In case of dissolution, all property assets of the Market after payment of debts accrue to CCLFC. No Market member will be liable for the Market's debts or obligations.

### **Section 8. Agents of Members.**

An individual designated by the Market member may perform activities on behalf of a member, including selling at the Market and attending Market membership meetings. Agents, typically family members or employees, must be intimately involved in production of the farm product or service.

### **Section 9. Rules and Regulations.**

1. Market members must reside and produce the items they sell within a 75-mile radius of Yanceyville, NC. CCLFC may approve specialty guest vendors outside this radius in order to enhance the market mix.
2. Leased land within 75 miles of the Markets may be considered part of the member's farm if the farmer has been responsible for all aspects of production for more than a year.
3. Representatives of the Markets and/or CCLFC may visit the member's farm, kitchen or other place of business as part of the application process. A farm, kitchen or place of business may be revisited at any time during the season. Each member shall provide file copies of any required public, county or state inspections to the Secretary of CCLFC.
4. Membership dues for the entire 2022 market season are \$50. If a vendor only wants to sell one day, the fee is \$25. Members who pay on or before February 18, 2022 pay only \$35 for the entire season. Membership dues are due upon approval of new member applications. For returning members, dues are due no later than the first market day, before the vendor sets up. Membership dues must be paid by all vendors before setting up, unless a scholarship has been granted to the vendor.
5. New member applications will be accepted at the start of each new calendar year and will be responded to by CCLFC within 45 days.
6. Members who pay for the entire season on or before February 18, 2022 may have an assigned space that they can return to each week. Market managers will work with paid annual members to assign vendor location Based on market seniority of Market participation. It is understood that the market manager will be notified when the vendor will not attend Market and Market management has the right to change Vendor location if safety concerns are addressed. Space for vendors who pay after February 18, 2022 will be first come first serve and assignments will be based on the date both payment and application is received.
7. On market days, members must arrive at the market no later than 3:45 and be set up and ready to sell by 4:00 when the market opens.
8. The market will operate from 4:00-6:30 pm on Thursdays from April 22 thru September 22.
9. Members may not leave prior to closing time. Rare exceptions are to be at the discretion of CCLFC or the Market Manager.
10. Each member is responsible for providing their own tent or shade structure, for cleaning up the area around his or her selling space, and for helping to store market equipment.
11. While staffing the Market, a 'No Smoking' policy must be strictly observed. Members must leave the Market area to smoke.
12. Member business signs must be professional looking in appearance and prominently displayed. Member and others staffing their sales area must be neat and clean. Display of goods for sale must be clean and tidy in appearance.
13. Prices must be posted for all items offered for sale. Price fixing, collusion etc. is illegal.
14. Products that can be sold include: vegetables grown by the member from seeds, sets, or seedlings; fruits/nuts/berries grown by the member from trees, bushes, or vines; plants grown by the member from seed, seedlings, transplants or cuttings; bulbs propagated by the member; eggs produced by the member's poultry; honey produced by the member's bees; baked goods made by the member in an inspected kitchen; preserves, relishes, jams, jellies, etc. made by the member in an inspected kitchen; fresh cut or dried flowers grown by the member; firewood cut by the member; fish, meats, or cheese produced by the member; non-edible crafts produced by the member.
15. For goods and services such as cheese, bakery goods, and crafts, as much of the ingredients (raw material) as possible should meet the 75-mile requirement. Value added or non-edible products that fall within the parameters of this list should use local products as much as possible, but may include ingredients not produced by the member. However, the core identity of the product must be of the member's creation. Specific distinctions on this matter will be determined by the CCLFC.
16. All prepared food items, meat, fish, and cheese sold must meet state and local health regulations including the

inspection of the member's kitchen(s) by NCDA or NC Division of Environmental Health inspectors and labeled in compliance with the regulations. Members must have a copy of all applicable inspections and certifications on file with CCLFC, as well as with them when selling at the Market. No water or ice that comes into contact with meat or fish may be deposited or allowed to drain onto the Market premises.

17. All items sold as organic must meet the requirements of the National Organic Program and any and all other laws or regulations governing the sale of items being sold as "organic". Members selling organic items must have a copy of all certifications on file with CCLFC as well as with them when selling at the Market. Only certified organic growers may display signs using the word "organic" or any derivative word.

18. Live animals are not to be sold or given away at the Market. Items must be produced or crafted by the member; all other items such as yard sale items are not allowed. No water sales allowed.

19. To have your product/produce featured on social media, the information (i.e. what you have...tomatoes, squash, collards...) must be submitted to [caswelllocalfoods@gmail.com](mailto:caswelllocalfoods@gmail.com) by Tuesday before the market each week.

20. So as not to impede member business and to encourage the public's enjoyment of shopping at the Market, the Market Manager or CCLFC will designate an area for musical entertainment and public service offerings such as voter registration, and sharing information (health dept., ag. extension, etc)

21. Vendors are strongly encouraged to participate in fundraisers to help promote CCLFC and keep CCLFC costs low.

### **Section 10. Grievances**

All Market members have a right to express formal grievances to CCLFC in writing and have grievances addressed. Grievances will be addressed by CCLFC in a practical and timely manner.

### **Article III - Meetings of the Caswell Farmers' Market Membership**

**Section 1. Annual Membership Meeting.** The Market's annual membership meeting will be held prior to the opening of the Spring market season at a time and place designated by CCLFC.

**Section 2. Notice of Meetings.** Notice of all annual meetings of members will be prepared and communicated at least 15 days and not more than 45 days prior to the date of each meeting. Each notice will include the time, place, and purpose of the meeting.

**Section 3. Voting.** Members do not have voting rights and may not vote at the annual meeting. Its purpose is to address issues of concern of both the members and CCLFC. All decisions concerning the Market shall be made by CCLFC.

**Section 4. Order of Business.** Annual Membership Meetings will follow a standard order of business:

- A. Officer roll call and quorum determination
- B. Approval of minutes
- C. Officer reports
- D. Committee reports
- E. Unfinished business
- F. New business
- G. Adjournment

### **Article IV - Duties of CCFLC**

**Section 1. Management of Affairs.** CCLFC will have responsibility for supervision and control of Caswell Farmers' Market. This responsibility includes the authority to levy a fee for any service provided by Caswell Farmers' Market to its members. CCLFC has the authority to adopt an ethical code of conduct to regulate the activities of members.

**Section 2. Employees/Contractors.** CCFLC may engage the services of contractors as deemed necessary and to set compensation at a fair market value for the services rendered.

### **Article V – Amendments**

**Section 1. Amendments to the By-Laws.** These Rules may be altered, amended, or replaced by CCFLC at any time.

Any such changes will be sent to the existing members of Caswell Farmers' Market and posted on CCFLC's website [www.CaswellLocalFoods.org](http://www.CaswellLocalFoods.org).