# Gaylord Farmer's Cooperative (GFC) Rules and Regulations



## Seasonal and Daily Stall Requirements

- 1. Stall spaces are defined as 10' and 20'.
- 2. Vendors <u>may</u> elect to set up, but not park their vehicle at their market space. Vendors who do not utilize a vehicle at the market must park in the back row (south) of the parking lot located at West First Street and South Court Avenue (bathroom parking lot)
- 3. Vendors must confine their selling practices to within their assigned stall lines.
- 4. Daily vendors may not park and set up until given their stall assignment.
- 5. Vendors not planning on attending the market on a specific day must notify the Market Manager before 4 pm on the day before the market.
- 6. Seasonal vendors not in their reserved stall space by 7:30 am will forfeit their stall space for the day to another vendor unless prior arrangements are made with the Market Manager. First Offense: verbal warning, Second Offense: written warning Third Offense: Board action can result in in loss of seasonal space for the remainder of the season.
- 7. There is no vehicle traffic allowed in the market area from 7:30 am until 1:05 pm.

#### **Products Allowed for Sale in Market**

- 1 Fruits, vegetables, edibles, plants, and crafts.
- 2 All items must be considered high quality and be prepared and/or grown by the vendor.
- 3 Cottage Law items must comply with MDARD rules and regulations and be properly identified.
- 4 The vendor must grow or produce 90% of their products.

#### **Crafts/Artisans**

1. Daily craft vendors will receive their stall assignments at 7:30 am in their area.

#### **Agricultural Growers/Producers**

- 1. The market is for Michigan resident growers/producers of Michigan products. The agricultural products must be grown within a 50-mile radius of Gaylord except for any vendor who has been attending the Gaylord Market prior to 2002, unless prior Market Manager approval has been granted.
- 2. An agricultural grower is defined as a person who oversees the daily operation of the farm, or production, from beginning to end.
  - a. Vendors must grow/produce over 90% of the products they offer for sale at each market day.
  - b. The 10% of the products that vendors do not grow/produce must have a sign that the market manager approves stating that the product is not produced by them. Said product cannot exceed more than 10% of the vendor's market space.
  - c. Vendors must be able to prove that they are the producers/growers of their products. All items must be listed on the application.
- 3. Dealers and/or resellers are not allowed at the market.

#### Edibles

1. Appropriate labels and licensing are required in accordance with Federal, State and Local law.

## Vendor Compliance with Federal, State, & Local Government/Market Manager Inspections

- 1. All vendors will complete a Vendor Application form before attending the market. A copy of all appropriate licenses/permits must be provided.
- 2. Vendors must comply with licensing and identification and regulations imposed by Federal, State, and Local Governments.
- 3. Farms and facilities may be inspected to verify compliance.

## **General Rules**

- 1. Signage-Vendors are required to visibly display the following at their booth:
  - a. Product prices
  - b. A sign with the vendor or farm name and city of residency clearly visible to the public.
  - c. Any required license and/or permits.
  - d. Project Fresh, Senior Fresh, and SNAP signs if applicable.
- 2. Site Clean-up Vendors are responsible for maintaining their spaces in a clean and sanitary manner.
- 3. Vendors may not bring their pets or any live animals to the market.
- 4. Anyone not complying with these rules and/or creating disturbances or disruptions, i.e. intentional violation of rules, fraudulent use of food programs, in-fighting amongst members as determined by the Market Manager <u>can</u> be suspended for just cause from the market until conflict resolution steps are taken and resolution determined. In extreme cases based on the severity of the violation or disturbance, the executive Board <u>can</u> suspend any vendor from the market for the duration of the year, without refund, and may deny future membership in the GFC and /or future markets.
- 5. All members of the co-op may utilize their individual licenses for all food programs for only their own transactions. No vendor (member or not) may act as an authorized agent or on the behalf of any other vendor for any food programs offered by the GFC.
- 6. Vendor stall assignments are based on the following point system: Cooperative Member, 10 points, Application and full payment received by deadline 10 points, Food Vendor 10 points, Otsego County resident 5 points, Seasonal Vendor 10 points, Longevity at the Market, 0-2 years Zero points, 3-5 years 2 points, 6-8 years 6 points, 9-10 years 8 points, 11-15 years 10 points, 16-20 years 12 points, 21-25 years 14 points, 26-35 years 16 points.

#### **Conflict Resolution**

- 1. As Members of the Gaylord Farmer's Cooperative, we have joined to create a market to sell local food and products and abide by certain rules. There may be a time, however, when an individual feels the rules are not being followed. For those situations, we have the following Conflict Resolution steps:
  - 1 Step 1: Approach and discuss your concerns with the other party, always maintaining a positive attitude. Involve the Market Manager for assistance if necessary. If not resolved, go to step 2.
  - 2 Step 2: Complaint will go to the appropriate committee. There are four committees to assist vendors: Rules Committee, Agricultural Committee, Edibles Committee, and Craft/Artisan Committee. If any party of the complaint is a Rules Committee member, proceed to step 3 immediately. If not resolved, proceed to step 3.

- 3 Step 3: Complaint will be addressed by the Board of Directors. If not resolved, proceed to step 4.
- 4 Step 4: Complaint will be handled by Otsego Community Mediation. Their determination will be binding by all parties. The determination of fault by the mediator shall determine whom shall be responsible for any fees associated with contracting for the mediator.

You are required to read, agree to follow, and sign the terms and conditions in the Gaylord Farmer's Cooperative Rules and Regulations.

REV: 2/2020

3/3