

# Gaylord Farmer's Cooperative (GFC) 2021 Vendor Application



**PLEASE PRINT**

Name of Farm/Business: \_\_\_\_\_

Primary Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/Zip: \_\_\_\_\_

County in which Business Located: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

FOR OFFICE USE ONLY

Co-Op Member	_____
Paid in Full	_____
Food Vendor	_____
Otsego County	_____
Seasonal Vendor	_____
Longevity	_____
 Total Points	 _____

2021 Market Hours: 8am to 1pm

2021 Market Saturday's: May 29, 2021 to October 30, 2021.

2021 Market Wednesday's: July 7, 2021 to October 13, 2021

Market Space Desired (circle one)

10' Space

20' Space GFC agriculture members only

**Daily**

(\$20) Wednesday or Saturday, member  
(\$25) Wednesday or Saturday non-member

**Daily**

(\$40) Wednesday or Saturday, member

**Seasonal**

(\$250) GFC members  
(\$300) Non-members

**Seasonal**

(\$450) GFC members

**Seasonal vendors please indicate estimated market start date:** \_\_\_\_\_

Copies of the following must be attached to this application:

1. GFC membership (if desired).
2. Signed waiver and agreement to comply with rules/regulations.
3. Required licenses and certificates.
4. Signed EBT and Senior Project Fresh..
5. Signed Cottage Food Industry Agreement (if applicable).
6. Cash, Check or Money Order made payable to "Gaylord Farmer's Cooperative".

Please return this application and required supporting documents April 1, 2021 to PO Box 1074, Gaylord, MI 49734. Questions? Please email [gaylordfarmers@gmail.com](mailto:gaylordfarmers@gmail.com).

### Product/Goods Description

Please check ALL goods/services to be sold at the GFC market. If you have a product that is not listed, please add in blank spaces. Attach all pictures of your farm/farm stand and/or products you would like included in the GFC web page and advertising/marketing campaigns.

Apples	Maple Syrup
Apricots	Microgreens
Asparagus	Muskmelon
Baked Goods	Mushrooms
Beans	Nectarines
Beets	Okra
Blackberries	Onions
Blueberries	Parsnips
Broccoli	Peaches
Brussels Sprouts	Pears
Cabbage	Peas
Carrot	Plums
Cauliflower	Raspberries
Cherries – sweet	Rhubarb
Cherries – tart	Strawberries
Chinese Cabbage	Watermelons
Crafts	Peppers
Cucumber	Potatoes
Currants	Pumpkins
Elderberries	Radishes
Eggplant	Rutabaga
Flowers – Annuals	Spinach
Flowers – Cut	Squash – Summer
Flowers – Dried	Squash – Winter
Flowers – Fresh	Sweet Corn
Flowers – Perennials	Swiss Chard
Garlic	Tomatoes
Garlic Scapes	Turnips
Gooseberries	Vegetable Plants
Grapes	Wreaths
Herbs	
Honey	
Jams/Jellies	
Leeks	
Lettuce	

# Gaylord Farmer's Cooperative (GFC) 2021 Member Application



Must be submitted by all who wish to be members of the GFC. Employees/interns who do not have an ownership of the business are not eligible to serve on the board.

Membership Dues: \$25 for 1-year membership. (Return by April 1, 2021).  
(Membership is from 4/1/21 to 3/1/2022)

Membership benefits:

1. Membership allows you to be a voting member of the Gaylord Farmer's Cooperative and allows you to seek a board position if you desire. Election for the 2022 GFC Board of Director will be held in January of 2022.
2. Membership ensures your place at the market, if you remain in good standing (see GFC Rules and Regulations).
3. Members receive food program benefits.
4. Only agricultural producer members are eligible for double booth space.
5. Seasonal Booth fee savings.

Name of Business: \_\_\_\_\_

Name of Voting Participant: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

(Alternative Proxy Member): \_\_\_\_\_

## 2021 Gaylord Farmer's Cooperative Waiver and Release Agreement to Comply with Rules

\_\_\_\_\_, as indemnitor, agrees to indemnify, defend and hold harmless the Gaylord Farmer's Cooperative, Market Representatives, Market Board of Directors, and the City of Gaylord from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney fees) arising out of bodily injury of any person or persons, including death, or property damage, relating to the use of the City of Gaylord property for the purpose of selling items at the Gaylord Farmer's Cooperative during the seasonal operational schedule.

Additionally, indemnitor, including indemnitor's agents or employees admits receipt of a copy of the Gaylord Farmer's Cooperative Rules, and agrees to abide by the terms thereof. By signing this document thus binds the indemnitor to these rules.

I attest the above application information is true and is in no way a misrepresentation of my market product. Further, I acknowledge full responsibility for my activities and conduct.

Print Name \_\_\_\_\_

Printed Name Farm/Business: \_\_\_\_\_

Signature and Date: \_\_\_\_\_

# Double Up Food Bucks

## 2021 Vendor Agreement



### SIGNED CONTRACT MUST BE ON FILE PRIOR TO REIMBURSEMENT

This agreement by and between Gaylord Farmer's Cooperative and

(Vendor Business Name) \_\_\_\_\_ whose

address is \_\_\_\_\_ city \_\_\_\_\_ state \_\_\_\_\_ zip \_\_\_\_\_

\_\_\_\_\_ phone \_\_\_\_\_ email \_\_\_\_\_

is effective during the Double Up Food Bucks program season in 2021 at the Market (above). This agreement authorizes the Vendor (above) to accept Double Up at the specified market from authorized SNAP participants in exchange for eligible products in accordance with market and program guidelines.

### SECTION I. BY SIGNING THIS AGREEMENT, THE VENDOR AGREES TO:

1. Display a sign, provided by the farmers market, indicating the Vendor accepts Double Up loyalty credits and/or tokens
2. Exchange Double Up incentives ONLY for eligible products with include fresh fruit and vegetables grown within the state where the Market is located, plants and seeds that produce food, cut herbs and herb plants, and mushrooms.
3. Prove, upon request, that all product provided in exchange for Double Up incentives was grown within the state where the Market is located.
4. Not give change for purchases made with Double Up incentives.
5. Provide eligible products at or less than the current price charged to other customers.
6. Not allow the return of product purchased with Double Up in exchange for cash or non-food items.
7. Be monitored by the farmers market and/or Fair Food Network for program compliance.
8. Not provide cash or credit in exchange for Double Up tokens.
9. Not accept Double Up incentives for non-food items.
10. Accept Double Up incentives from customers during the market's entire season.
11. Turn in all redeemed tokens to the farmers market for reimbursement in accordance with market and program guidelines.

### SECTION II. THE MARKET AGREES TO:

1. Monitor reports from electronic system to account for incentive credits redeemed electronically and/or collect from the Vendor redeemed Double Up tokens and account for and pay the Vendor for any incentives received by the market's closing day.
2. Provide a sign for the Vendor to display indicating the Vendor accepts Double Up incentives.
3. Monitor sales to ensure program guidelines are followed.

4. Submit signed agreement to Fair Food Network upon request.

**SECTION III. EXCEPTION FOR COUNTIES BORDERING OTHER STATES**

In counties bordering other states, the market may allow Double Up incentives to be redeemed for eligible products grown in the state where the Market is located and/or the state bordering that county.

**SECTION IV. SANCTIONS**

A Vendor and/or his/her employee(s) who violate the provisions above may be disqualified from the program and not allowed to participate in future programs. The Market will only reimburse a Vendor for Double Up incentives accepted in accordance with market and program guidelines.

**SECTION V. CERTIFICATION**

The Vendor, through signature below, accepts all terms of this agreement. This agreement becomes valid only upon signature.

Vendor: \_\_\_\_\_  
*Name (type or print)*                      *Signature*                      *Date*

## 2021 Gaylord Farmer's Cooperative Vendor EBT Agreement

The Gaylord Farmer's Cooperative accepts food assistance benefits (EBT/food stamps) in the form of the Michigan Bridge Card. Agreement:

- I agree to follow all the policies of the GFC, as well as those of the US Department of Agriculture Food and Nutrition Service (USDA FNS) who administers the Bridge Card program.
- 
- I understand that if market staff observe or receive evidence of my failure to abide by this agreement, the market will immediately suspend or terminate my market eligibility.
- 
- I understand that I will not be reimbursed for tokens or scrip collected incorrectly.
- 
- I understand it is my responsibility to inform my family and/or employees of these rules before they sell at the market on behalf of my farm or business.
- 
- I will comply with the conversion to electronic signatures on the daily Market Ledger. A cell phone photo may be taken of the daily intake screen.

Printed Name Farm/Business: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature and Date: \_\_\_\_\_

**SENIOR FARMERS' MARKET NUTRITION PROGRAM (SENIOR PROJECT  
FRESH/MARKET FRESH)  
AGREEMENT BETWEEN MARKET MASTER AND FARMER**

**PLEASE NOTE: THE MARKET MASTER RETAINS THE ORIGINAL. DO NOT SEND  
COPIES TO OFFICE OF SERVICES TO THE AGING**

Market Master Name (Legal Name): Gaylord Farmers Market – David M Duffield

Market Master Address: 162-198 S Court Ave, Gaylord MI 49734

Phone: (989 ) 350-9680 County/Local Agency Otsego This agreement by and between Downtown Gaylord Farmers Market – David M Duffield **Market Master**, and

\_\_\_\_\_ **Farmer**, whose address is \_\_\_\_\_ effective between May 29, 2021 and October 30, 2021. This agreement is for the purpose of authorizing the above-mentioned Farmer to accept Senior Project FRESH/Market FRESH coupons at Downtown Gaylord Farmers Market 162-198 S Court Ave Gaylord MI 49734 (Market Location) from authorized Senior Project FRESH/Market FRESH participants in exchange for eligible products.

**SECTION I BY SIGNING THIS AGREEMENT, THE FARMER AGREES TO:**

- (a) Have the client sign the coupon and verify that the client's signature on the Senior Project FRESH/Market FRESH coupon matches the signature appearing on the coupon holder.
- (b) Display a sign, provided by the state agency, stating "**Senior Project FRESH/Market FRESH Coupons Welcome Here.**"
- (c) Not to accept Senior Project FRESH/Market FRESH coupons outside of their date of validity.
- (d) Display the prices of all authorized products.
- (e) Be a grower of some of the products that are exchanged for Senior Project FRESH/Market FRESH coupons. **NOTE: A grower is an individual or group that has a plot of land or garden that is wholly or partially dedicated for growing produce.**
- (f) Provide only eligible, locally grown, products in exchange for Senior Project FRESH/Market FRESH coupons. Michigan considers produce to be **locally grown** if it is grown within the borders of the state of Michigan or in those counties of the states of Ohio, Indiana and Wisconsin which directly border the state of Michigan. Farmers can be asked to prove, upon request, that all produce provided in exchange for Senior Project FRESH/Market FRESH coupons is eligible, locally grown produce.
- (g) Not give cash change for purchases of less than the value of the coupon(s).
- (h) Provide eligible locally grown products at the current price or less than the current price charged to other customers.
- (i) Not allow the return of products purchased with Senior Project FRESH/Market FRESH coupons in exchange for cash or for non-food items.
- (j) To be monitored by the Market Master or the state agency for program compliance.
- (k) Not provide cash or credit in exchange for Senior Project FRESH/Market FRESH coupons.
- (l) Not collect sales tax on Senior Project FRESH/Market FRESH purchases.
- (m) Not redeem Senior Project FRESH/Market FRESH coupons from unauthorized sources.
- (n) Not charge the Senior Project FRESH/Market FRESH program for food not received by the clients.
- (o) Not redeem Senior Project FRESH/Market FRESH coupons for non-food items



**SECTION II THE MARKET MASTER AGREES TO:**

- (1) Collect and submit properly redeemed Senior Project FRESH/Market FRESH coupons from the Farmer to the state agency for reimbursement, and timely account for and pay the farmers for those coupons.
- (2) Provide training to the Farmer on the rules and regulations of the Senior Farmers' Market Nutrition Program (Senior Project FRESH/Market FRESH).

**SECTION III SANCTIONS**

A Farmer and/or his/her employees who violate provisions (a), (b), (c) or (d) of Section I of this agreement will receive a warning letter from the state agency for the first complaint of a violation. After receipt of the warning letter, a pattern of two violations will result in the state agency disqualifying the Farmer from accepting Senior Project FRESH/Market FRESH coupons at any location in the State of Michigan for a period of one year.

A Farmer and/or his/her employees who violate provisions (e), (f) or (g) of Section I of this agreement will receive a warning letter from the state agency for the first complaint of a violation. After receipt of the warning letter, a pattern of two violations will result in the state agency disqualifying the Farmer from accepting Senior Project FRESH/Market FRESH coupons at any location in the State of Michigan for a period of two years.

A Farmer and/or his/her employees who violate provisions (h), (i), (j), (k), (l), (m), (n) or (o) in Section I of this agreement will be subject to the state agency disqualifying the Farmer from accepting Senior Project FRESH/Market FRESH coupons at any location in the State of Michigan for a period of three years for the first violation.

A Farmer who has been denied authorization by a Market Master to accept Senior Project FRESH/Market FRESH coupons or who has been disqualified by the state agency from participation in the Project FRESH Program may appeal to: Market FRESH Program, Michigan DHHS Aging and Adult Services Agency, 333 South Grand Ave. 4<sup>th</sup> floor, Lansing MI. 48933. The appeal must be in writing and received within 21 days of notification of an authorization denial or disqualification.

**SECTION IV CERTIFICATION:**

The Farmer, through signature below, accepts all terms of this agreement. This agreement becomes valid only upon signature of the Farmer and the Market Master.

FARMER:

\_\_\_\_\_

Name (type or print)

\_\_\_\_\_

Signature

Date

MARKET MASTER: David M Duffield

Name (type or print)

\_\_\_\_\_

Signature

Date

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write USDA, Director, Office of Adjudication and Compliance, 1400 Independence Avenue, SW., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TTY). USDA is an equal opportunity provider and employer.

# Gaylord Farmer's Cooperative (GFC)

## Rules and Regulations



### Seasonal and Daily Stall Requirements

1. Stall spaces are defined as 10' and 20'.
2. Vendors may 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 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 can 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 can 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: 2/2021

**GAYLORD FARMER'S COOPERATIVE  
BY-LAWS**

**ARTICLE I:  
NAME**

**January 2018**

The name of this organization shall be the Gaylord Farmer's Cooperative and it shall be a non-profit cooperation, organized and existing under the laws of the State of Michigan as a nonprofit cooperative.

**ARTICLE II: PURPOSE**

- To educate the community about local agriculture, and the advantages of buying locally.
- To provide farmers a venue where they can sell directly to the consumer and get a better price for their products.
- To provide consumers a venue where they can buy directly from the farmer and know where their money is going and where their food is coming from.
- To gather the community in our downtown on a regular basis in order to share good food, music, laughter and friendship.

**ARTICLE III: MEMBERSHIP**

Gaylord Farmer's Cooperative shall be a community organization with a membership consisting of Vendors who have paid their annual membership dues in full, and other interested residents of the Region, and shall be governed by a Board of Directors. Vendors who pay the Membership fee shall be defined as "Vendor Members" and shall have full voting rights at the Annual Meeting and on any proposed amendment to the Bylaws and/or Rules and Regulations. Non-Vendors who pay the membership fee shall be defined as "Associate Members" and shall have no voting rights. The fees for membership shall be determined by the Board. Members of the Board will be elected at the Annual Membership Meeting.

**ARTICLE IV: BOARD OF DIRECTORS**

Responsibilities and Duties: Performance of any and all duties imposed by the law, the Articles of Incorporation, or these By-laws. Set financial policy, raise funds, approve budgets and oversee the financial management of the Cooperative. Setting the policies and overseeing the programs and activities of the Cooperative. Qualification: Directors must be members of the Gaylord Farmer's Cooperative in good standing. Number: The Board of Directors shall consist of five to seven members and shall be so arranged that in a given year the terms of no fewer than two Directors shall expire. Term: The term of office of the initial Board of Directors shall be two years for three members and one year for two members, or until their successors are duly elected. Thereafter, Directors shall be elected for two-year terms.

Status: At least one, but not more than two, members of the Board of Directors shall be non-vendors, with the remaining members being active vendors of the Market. Election: Directors shall be elected at the Annual Membership Meeting by a majority of members present and in good standing, providing there is a quorum. Resignation: A Director may submit his/her resignation in writing to the Board at any time during his/her term. Removal: A Director may be removed from the Board at any time by a two-thirds vote of the Membership at a duly constituted meeting. Vacancies: Should a vacancy arise, the Board may fill the slot for the remainder of the term by a majority vote of the Directors at a duly constituted meeting.

#### **ARTICLE V: OFFICERS**

Election: The Officers of the Gaylord Farmer's Cooperative shall be elected annually by the Board of Directors from their number. The Officers shall be: Chair, Vice Chair, Secretary and Treasurer. Term: The term of office for the Officers shall be **one** year, or until their successors are duly elected.

Duties of the Chair: The Chair shall preside at all meetings of the Board and generally perform all acts incidental of the office of Chair, and shall have such additional powers and duties as may from time to time be assigned to her/him by the Board. The Chair shall also chair the Executive Committee and the Annual Membership Meeting and be an ex-officio voting member of each Board Committee.

Duties of the Vice Chair: In the absence of the Chair, or in the event of her or his inability to act, the Vice Chair shall have all the powers of the Chair and shall perform all duties of the Chair. The Vice Chair shall have such additional powers and duties as may from time to time be assigned to him/her by the Board.

Duties of the Secretary: The Secretary shall be custodian of the records of the Corporation, and shall keep minutes of all full Board meetings, Executive Committee Meetings, and the Annual Membership Meetings, and see that they are distributed promptly after the meetings.

Duties of the Treasurer: The Treasurer shall be responsible for the funds of the Corporation and shall keep accurate and adequate records of the assets, liabilities and transactions of the Corporation. He/she will provide a written financial report for each Board Meeting and an annual financial report for the Annual membership Meeting. He/she will work with the Finance Committee on an annual budget and other budgets as may be required.

#### **ARTICLE VI: STAFF**

At this time, there will be no paid staff of the Gaylord Farmer's Cooperative.

## **ARTICLE VII: COMMITTEES**

Each Director is expected to serve actively on at least one standing committee of the Board and attend meetings of that committee. The Chair shall be an ex-officio member of all the committees. Executive Committee: The Executive Committee shall include the Chair, Vice Chair, Secretary and Treasurer of the Board. The Executive Committee shall, during intervals between the meetings of the Board, exercise all the powers of the Board in the management of the business and affairs of the Corporation. The minutes of the Committee shall be distributed to the Board, and all actions of the Committee shall be reported to the Board at its next meeting. Other Committees: Committees shall be established and run by the Membership. These will include: Rules Committee consisting of 5 members, Craft Committee consisting of 3 members, Produce Committee consisting of 3 members, Edibles Committee consisting of 3 members, Events Committee consisting of 5 member, Finance Committee (2018), and Nominating Committee (2018). Membership on these committees shall be open to all, members and non- members, and they shall act in an advisory capacity to the Board.

## **ARTICLE VIII: MEETINGS**

Annual Membership Meeting: The Annual Membership Meeting of the Gaylord Farmer's Cooperative shall be held during the month of January, or on such other date as may be fixed by the Board of Directors. The purpose of this meeting is to elect Directors, present the Annual Report, the Annual Financial Report, and conduct any other business that should properly be brought before the meeting. The quorum for the Annual Membership Meeting shall be 35% of the members in good standing. Each member shall have one vote, which shall be cast in person or by alternate, but not by proxy or otherwise. Written notice of time and place, and business to be brought before the meeting shall be sent to the members not less than seven calendar days prior to the meeting. Board of Directors Meetings: Board meetings shall be held monthly, with the January meeting held concurrently with the Annual Membership Meeting. A majority of the Directors presently in office shall constitute a quorum. Written notice of time and place and business to be brought before each meeting shall be sent to the Directors not less than seven calendar days prior to the meeting. In lieu of notice, the Board may establish a regular schedule of monthly meetings at any regular or special meeting. The Directors shall elect Officers at the January meeting. Quarterly Meetings: Special Meetings of the Board of Directors may be called by the Chair, or in his/her absence, the Vice Chair, the Secretary, or any two Directors. Written notice of the time, place, and purpose of the meeting shall be sent to the Directors not less than five calendar days prior to the meeting. Special Meetings: Special Meetings of the Board of Directors may be called by the Chair, or in his/her absence, the Vice Chair, the Secretary, or any two Directors. Written notice of the time, place, and purpose of the meeting shall be sent to the Directors not less than five calendar days prior to the meeting. Special meetings of the membership may be called by the Chair, or in his/her absence, the Vice Chair, the Secretary, any two Directors, or 25% of the membership not less than five calendar days prior to the meeting.

All meetings of the Board of Directors are open to the membership.

#### **ARTICLE IX: RULES**

The Board of Directors shall publish a written copy of the rules, which states in detail the criteria for admission to the market, for vendors. Rules and/or regulations may be amended at any regular or special meeting of the Board by a majority vote of a quorum of the Vendor Members provided that a minimum of seven (7) days written notice is given. Quorum is defined as 35% of the Vendor Membership.

#### **ARTICLE X: FISCAL YEAR**

The Fiscal Year of the Gaylord Farmer's Cooperative shall be from January 1 through December 31.

#### **ARTICLE XI: DISCRIMINATION**

Gaylord Farmer's Cooperative admits members of any race, national and ethnic origin, religion (creed), age, color, sex, disability or sexual orientation to all the rights, privileges, programs and activities sponsored by Gaylord Farmer's Cooperative. Gaylord Farmer's Cooperative does not discriminate on the basis of race, national and ethnic origin, religion (creed), age, color, sex, disability or sexual orientation in administration of its policies, programs or activities. In addition, Gaylord Farmer's Cooperative ensures equal opportunities to its Members, Officers, Board of Directors, and committee membership to people regardless of race, national and ethnic origin, religion (creed), age, color, sex, disability or sexual orientation.

#### **ARTICLE XII: INDEMNIFICATION BY CORPORATION OF DIRECTORS AND OFFICERS**

Gaylord Farmer's Cooperative shall indemnify and reimburse each former, current, and future Board member and officer for any claim or liability (including expenses and attorney fees actually and reasonably incurred) to which such person may become subject by reason of her or his acts (of commission or omission) as a Board Member or officer. Such indemnification shall be made only if it is determined by the Board of Directors that the Board member or officer acted in good faith and reasonable belief that her or his action was in the best interests of the Gaylord Farmer's Cooperative. The foregoing shall not be exclusive of any rights to which the Board members or officers may be lawfully entitled.

#### **ARTICLE XIII: BY-LAWS**

To adopt and/or amend these By-laws will require a 2/3 vote of all members. Amendments may be made at any regular or special membership meeting providing that all members have been notified in writing at least 14 calendar days in advance, and a copy of the proposed changes included in such notification.

*Created on 01/16/2017.*

*Amended 01/8/2018.*