

Vendor Handbook

Columbia Farmers Market

573-823-6889

columbiafarmersmarket.org

The mission of the Columbia Farmers Market is to provide both the local farmer and consumer a reliable, regulated marketplace for the direct exchange of high quality and safe food. By facilitating such commerce the market strives to meet the needs of the local consumer while encouraging sustainable agriculture in mid- Missouri.

History of the Columbia Farmers Market

First organized in 1980, the Columbia Farmers Market has grown to become one of the premier locations for locally grown and produced food, crafts, plants, and more in mid-Missouri. The Market was founded by a small group of farmers who had been selling their wares out of pickup trucks at gas stations and other locations around the city. Desiring a better location, these farmers worked with the Chamber of Commerce, the County Extension, and other groups to officially organize the Market.

Markets were held every Monday, Wednesday, and Saturday on the County Fairgrounds in Columbia, now the site of the city's Activity & Recreation Center (ARC). Vendors set up beneath a pavilion provided by the Kiwanis Club, offering some shelter for customers and vendors alike. This arrangement worked well, except for two weeks every summer when the market had to vacate the premises when the County Fair was being held.

In 1992, the Fair moved to its current location north of Columbia. All buildings at the old site were torn down, and the Market had to find a new home. During the summers of 1993 and 1994, the Market was held in an open parking lot near Parkade Plaza, with none of the shelter from sun, wind, and rain that vendors and customers had become accustomed to at the old fairgrounds. During this difficult time, serious discussion began regarding the need for a more permanent location and facility for the Market that would benefit vendors and customers.

In 1995, the City purchased the old fairgrounds, where the ARC was eventually constructed, and the Market was able to return to its former location, albeit still without a building. It has been held on an open lot behind the ARC ever since.

Over the last few years, the Columbia Farmers Market has experienced tremendous growth, with weekend customer counts regularly surpassing 4,000 and membership expanding to include nearly 70 local farmers, producers, and artisans. The Market is deeply involved within the community, regularly hosting musicians, artisans, non-profit groups, educational opportunities, and many other special events for which the Market is a natural source of public contact. With more and more national attention focusing on the benefits of local food supplies, and a renewed push for a permanent home, the future looks bright for the Market. Come visit us and experience the best foods and crafts that mid-Missouri has to offer!

Columbia Farmers Market, Inc.
Constitution

Article I-Name

The name of this organization shall be the Columbia Farmers Market, Inc.

Article II-Object

To improve the production and marketing of local farm products in Central Missouri and to stimulate public interest in the consumption of local farm products.

Article III-Membership

Any person engaged in the growing of farm products who agrees to abide by the rules of the Columbia Farmers Market, Inc. may become a member upon the approval of the Board of Directors.

Article IV-Board of Directors

At the January meeting each year, the Board of Directors shall be elected. Executive officers shall be President, Vice President, Secretary, Treasurer, and Sergeant-at-Arms. Two other growers shall be elected as Directors-at- Large. The officers and these at-large directors shall constitute the committee of members known as the Board of Directors. Nomination shall be made by the membership and voted upon by ballot. The government of the Columbia Farmers Market, Inc. shall be vested in this Board of Directors and no two board members may represent the same farm operation or organization. Four members of the Board shall constitute a quorum.

Article V-Meetings

Members in good standing shall have the privilege of voting at all association meetings. Association meetings to nominate and elect officers and board members shall be held in January of each year. The past President shall conduct the January association meeting, appoint an election committee to count votes and announce each person receiving the greatest number of votes for the five (5) officers and the remaining board members. These elected members shall be declared the Board of Directors for their designated term. Association meetings to approve changes to the constitution, bylaws and rules, along with the annual Stall Lottery shall take place in February of each year.

Article VI-Records

Every member shall have the right to examine, for any reasonable purpose, the books, records, roster of membership, and other appropriate records of Columbia Farmers Market, Inc. The Secretary shall keep minutes of each meeting and the Treasurer shall oversee all the bookkeeping, collecting membership fees, and banking.

Article VII-Fiscal Year

The fiscal year shall begin the first day of January in each year.

Article VIII-Spending of Monies

Proceeds derived from annual membership fees and stall rental fees shall be used to pay operating and advertising expenses of the market. Should the Columbia Farmers Market, Inc. dissolve or become inoperative, any remaining money (after all expenses are paid) shall be donated to a designated non-profit determined by the membership.

Columbia Farmers Market Bylaws

(revised 2/16/2016)

1. The duties of the Board of Directors shall be: to transact all business of the Columbia Farmers Market, Inc.; to establish the policy of said association regarding program of activities; to authorize all contracts for services and supplies; to prepare a budget for each operating period (space cost, insurance, Market Manager, advertising, etc.); and recommend daily, monthly, or seasonal rental rates per market stall. Election to the Board of Directors entitles the member to a free membership during the term of office.

2. Board of Directors' Staggered Terms- President, Secretary and Sgt. Arms are to be elected to serve two (2) year terms every odd numbered year. Vice President, Treasurer and one (1) Director-at-Large are to be elected to serve (2) year terms every even numbered year. One (1) Director-at-Large will be elected annually to serve a one (1) year term. Should a board member resign or be removed from the market, the remaining board shall replace that board member from the current market membership to serve the remaining term.

3. The President shall call a meeting of the Board of Directors at any time when, in his/her judgment there is business to be transacted. He/she shall appoint all committees from the Board of Directors and the Columbia Farmers Market, Inc. membership and delegates authority to the committees to assist the Board of Directors in performing any duties necessary to promote the interests of the Columbia Farmers Market, Inc. Special meetings shall be held upon the call of the President. Other duties of the President shall include conducting monthly business meetings and granting interviews for news articles.

4. The Vice President shall perform all duties of the President in his/her absence.

5. The Secretary shall keep a record of the proceedings of all meetings, send a written notice to the members seven (7) days prior to each meeting, and attend to all correspondence of the Columbia Farmers Market, Inc.

6. The Treasurer shall hold all Columbia Farmers Market, Inc. money, pay all bills upon order of the Board of Directors, and present the books and records for audit upon demand by the Board of Directors. The Treasurer is responsible for overseeing the budget, all bank transactions, grant reimbursements, membership fees, QuickBooks, token transactions, tax documents, payroll, etc. The Board of Directors has the authority to hire an accountant if needed. Accountant duties may include any of the above items, in addition to prepare annual tax return, annual review of CFM books, assist with proper classification of income & expenses, mail 1099s at end of year.

7. The Sergeant-at-Arms shall ensure that all meetings are conducted in an orderly fashion.

8. In the event of any vacancy on the Board of Directors the remaining members of the Board shall select any member of the Columbia Farmers Market, Inc. in good standing to serve until the following January Columbia Farmers Market, Inc. meeting at which time an election shall be held to fill the unexpired term.

9. Robert's Rules of order shall be followed at all times.
    a. A quorum shall be defined as 30% of the current number of members.

b. Vendors who inform the market director of their intent of nonrenewal shall be dropped from the roll and not counted as members.

10. All members of the Columbia Farmers Market, Inc. should feel a responsibility to promote Columbia Farmers Market, Inc., to keep good will among our membership and the public, and exhibit a helpful attitude toward all full and part-time growers. It shall further be the duty of the Board of Directors to promote, by regulation and management, a Farmers Market.

11. A board member or board members may be removed by a vote of the membership at any regular meeting or meeting called for that purpose. The board member(s) shall have the right to hear reason(s) for removal and to appeal at the next meeting which shall occur within thirty (30) days.

a. Any board member missing three (3) consecutive board or board and association meetings without good reason or notice may be removed by a vote of the board.

PO Box 10012, Columbia, Missouri 65205 |info@columbiafarmersmarket.org|573-823-6889

Columbia Farmers Market Rules & Regulations, Effective February 16, 2016

1. What Can Be Sold

A. Raw Agricultural Products: This category includes fruits, vegetables, grains, herbs, flowers, bedding plants and potted plants. Bedding plants and potted plants must be grown from seed, starter plugs, cutting, bulbs or bare root, and be well established in its current container, by the seller. No resale of pre-finished plants is allowed. No sale of prefinished plants purchased in individual re-sellable containers. Production records must be maintained and available to Board of Directors if requested.

B. Value-added Agricultural Products: This category includes products made of raw agricultural products grown/raised/produced by a CFM vendor that have been processed. Examples are jams and jellies, salsas, oils, vinegars, baked goods, cider, molasses, ice cream, burritos, sandwiches, picked out nuts, etc., and similar processed products that may not be covered by other CFM rules. Vendors of value-added products must abide by all applicable federal, state, and local health and label regulations. The value-added product must contain significant/meaningful material grown or produced by the vendor. If value added products would be enhanced by additional items such as condiments, bread products, fruits or vegetables, etc., every effort should be made to obtain the additional items locally, preferably from other CFM vendors. The vendor must complete the Value Added Food Application for specific value-added items and send it to the CFM Board for review. Approval for one specific value-added item does not grant approval for additional items. Applications need to be submitted three weeks prior to the selling date.

C. Artisan Products: This category includes farm, garden, prepared foods or food related crafts and value-added agricultural products made without raw agricultural products grown by the member. Every effort must be made to obtain ingredients from other CFM vendors. Examples include: baked goods, prepared foods, juried arts and crafts, handmade soap, handcrafted furniture, other garden related products, pottery and similar items. The member selling them must have created these items from scratch. These products are admitted at the discretion of the Board, for members in good standing only. Any stall with greater than 50 percent artisan products in member's possession at the opening bell of a market session shall be an artisan stall. Artisan members shall not number more than 20 percent of the total membership.

D. Meat and Other Animal Products: This category includes meats, poultry, milk, cheese, eggs, farm-raised fish, honey, wool, leather, and other products derived from animals. All slaughter animals shall be in the vendor's immediate custody, care and control a minimum of 50 percent of the animal's life at time of slaughter. Vendors must abide by all applicable federal, state and local regulations and inspection regimes. In addition, they must adhere to federal or state guidelines on all labels. All animals sold as cut meat at the Columbia Farmers Market should come from a known source; no resale of trader or sale barn livestock and no livestock from any

condemned or "for slaughter only" herds shall be sold in any form. No live animals are to be sold at the market. No live animals will be displayed without a week's advance permission from the Board. Placement of animals shall be determined by the Board. Animals will be displayed no closer than 20 feet from food products.

E. Samples: All samples must be offered within the vendor's assigned space. Samples can be cut or opened for displays at the market if properly wrapped, but they cannot be sold. Free samples may be given to customers in accordance with Columbia Health Department regulations. (573-874-7355)

F. Special Events: All Special Events serving prepared foods must be approved by the Market Manager on a case by case basis. Keeping with our mission of promoting healthy foods, the resale of prepackaged foods and drinks are not allowed. Special events include chefs, cooking demos, nonprofit fundraisers and caterers for example. Special event hosts are not allowed to become market members nor will they have voting rights. Current CFM members may host special events with the Board of Director's approval. The Market Manager will assign placement at market and schedule Special Events. Daily fees for special events will be set by the Board of Directors on an annual basis and assessed at the Market Manager's discretion with fees being waived for nonprofits, fund raisers and community demos with the Board's approval.

2. <u>Vendor Guidelines</u>

A. Vendor Agreement: All vendors must complete and sign a vendor agreement with the Columbia Farmers Market and pay appropriate fee prior to selling. The Columbia Farmers Market, Inc. reserves the right to prohibit anyone from selling at the market and to cancel the privileges of any member who in the opinion of the Board of Directors has violated the rules governing the market. Participant or member has the right to respond in writing to the board, to include an explanation of how the violations in question will be remedied. The market board reserves the right to make a final decision on the response. Fees will not be refunded. Participants or members wishing to return to the market following expulsion must apply to the Board of Directors for re-admittance and pay appropriate fee(s) prior to selling.

B. Farm Inspections: Vendors may sell only their own products as per Rule 1. The resale of any products that are not grown or produced by the member/vendor, in the area as defined in Rule 4.A, is strictly forbidden. The Board of Directors may hire an inspector of their choice to conduct the inspections. Refusal to allow an inspection is grounds for indefinite suspension. In order to preserve the reputation of CFM as a producer only market, any member who purchases any product from any produce markets/auction or individual for resale will be considered to be in violation of this rule and forfeits their membership. (Members who purchase produce to be used in their artisan products would need this listed on their Value-Added application.) Any member/vendor found to be in violation of this rule will be immediately and permanently expelled from the market without refund of any fees. Daily vendors wishing to sell at the market will submit a $40, non-refundable, inspection fee along with their application and agree to have an inspection as soon as the inspection committee or inspector can arrange a time. If the vendor refuses to schedule an inspection, the potential vendor will not be allowed to sell.

C. **The Board of Directors** reserves the right to place a moratorium on membership.

D. **The Board of Directors** may form an advisory committee consisting of members from the community to assist in the promotion and development of the market.

E. **Vendors that offer** CSA (Community Supported Agriculture) shares may promote and distribute their shares at the Market. However, CSA shares distributed at the Market must follow all CFM regulations including Rule 2B (producer-only); CSA shares containing items not produced by the CSA vendor may not be distributed during market hours.

F. **Each vendor should** set their own prices.

G. **Any grievance regarding vendors** should not be directed to the vendor in question. The initial grievance should be reported to the Market Manager, who will bring it to the attention of the Board of Directors. The Board will determine if a special meeting needs to be called to settle the grievance.

H. **Inappropriate language or behavior,** profanity, or other harassment or abuse by a member or participant toward another member or participant, employee, or customer of the market is grounds for immediate and permanent expulsion from the market.

I. **Each vendor is encouraged to provide scales** of certified accuracy ('Legal for Trade'), display racks or tables, sacks, money for change and post prices in full view of the consuming public with lettering and signs being limited to the individual stall area. It is the responsibility of individual vendors to maintain a clean and healthful condition within their assigned area and to leave that area free of debris. Products should be displayed in an attractive manner.

J. **Canopies, tents and umbrellas shall always be safely secured** from unexpected weather events by attaching all four corners to weights no less than 20 lbs. each. Using a bungee cord as a method of tying is prohibited. Tying to other vendor tents is prohibited. Tying to vehicles can be used as a secondary method only. **Unsecured tents may not be used.**

K. **An aisle wide enough for vehicle traffic must be left open** to allow movement of vehicles around the outside edges of the market. If vendor's vehicles + trailers, etc. obstruct this lane, vendors will be asked to move them. There will be no perpendicular parking around the outside of the market area.

L. **Vendor signage must be safely secured and not impose a hazard**. Any signage that obstructs the view of another vendor's booth or extends into the public walk area is not allowed. Elevated signs extending into the walkway will be allowed if they do not impede traffic flow.

M. **No political signage allowed at market.** In order to respect the beliefs and views of all CFM members and customers no political signage will be allowed at market. Only signage directly promoting market related events will be allowed. All material

must be approved by the Market Manager before displaying. Anyone wishing to pass out material and/or collect signatures will be directed outside of the market boundaries (outside of the cones at the East entrance and on the outside of the South fence).

N. **Disciplinary Action Rule** -Vendors in violation of any rules may receive up to two (2) verbal warnings from the Market Manager within a twelve-month period. If a third (3) violation occurs, then the vendor will receive a written warning from the Board of Directors. If a fourth (4) violation occurs the vendor is subject to loss of member in good standing status and expulsion from the market.

3. **Market Hours**

A. **The Saturday market operates year round,** closed the Saturday after Thanksgiving and Christmas. Days, hours and location may be modified by Board of Directors.

B. **No product may be sold to customers until opening time.** However, vendors may purchase from each other prior to market opening.

C. **There shall be no vehicular traffic in or out of the Market area proper during Market hours.** Escorted vendor and customer traffic will be allowed only with the Market Manager's permission. One hour will be allowed for finishing sales and clean up after closing time.

D. **Saturday Market** – Members with or without annual spaces must notify the Market Manager by **Thursday at noon of their attendance**. Members must be in their stalls by 7:45 am.

E. **Failure to Show** – Vendors who have made arrangements to hold a stall(s) and who does not show up for the market by opening bell at 8 a.m. must be in the stall(s) prior to 7:00 a.m. at their next attendance to Saturday market.

4. **Membership**

A. **Residence and all production must be within any contiguous counties or a 50-mile radius of the Columbia Farmers Market** (1701 W. Ash Street). Any current members approved prior to 2014 will be grandfathered in. Any vendors growing products outside this area must be individually approved by the Board of Directors on an annual basis.

B. **Anyone wishing to become a member or participant must apply for admission by April 1.** Applications will be submitted to the Market Manager. The Market Manager will notify applicant of the Board's decision. All new applicants must submit a non-refundable $30 application fee with application. All approved vendors must be inspected before selling. In order to remain in good standing, members must sell at market at least once per week for a minimum of 10% of the weeks that market is in session. (Exceptions may be made by the Board of Directors on a case by case basis.)

C. **Transfer of Seniority** – At the death or retirement of a member in good standing, membership seniority can be continued by an immediate family member, or active partner as listed on the vendor application, and approved by the Board of Directors. Membership seniority cannot be transferred by the sale of a business. The new owner must apply for membership as a new member. A member may take a one year sabbatical from market due to unforeseen circumstances with the approval of the Board. All fees must be paid in full in order to retain full seniority.

D. **Emails/Mailing List** – All communications to the membership as a whole should be sent to the Market Manager for distribution. Emails sent to the membership shall be sent only by the Market Manager as approved by the Board of Directors. Members shall not use the membership list for mass electronic communication. Members who abuse the use of the membership mail/email list may be subject to expulsion from the Market by the Board without refund of any fees.

5. **Satellite and Winter Markets**: The Columbia Farmers Market may open and operate markets at sites other than the location on Clinkscales Ave.

6. **Senior Market Director**: The Columbia Farmers Market Board may employ or select a Senior Market Director, whose duties shall be to direct the activities of the CFM at all of its various sites. The Senior Market Director shall a) seek out and write grants for funding CFM programs, b) plan and coordinate advertising for CFM markets, c) coordinate market activities with community activities and programs, d) perform other duties as necessary to promote the best interest of CFM, its vendors & its customers.

7. **Market Manager**: The Columbia Farmers Market Board may employ or select a Market Manager, whose duties shall be collecting daily fees, assigning market stalls, supervising the market and other duties as assigned by the Board of Directors. The Manager will be final authority on the day of Market – all decisions may be appealed to the Board for later consideration.

8. **Stall Policy:**

A. **Membership fee will be $400**. This non-refundable fee allows the vendor to sell at the market for the entire season in a space assigned by the Market Manager on a daily and space available basis.

B. **'Annual' (reserved) stalls** are determined at the February association meeting. (A vendor does not need an annual stall to sell at the Market.) Members are limited to 2 annual stalls. (This exempts members who currently hold more than 2 annual stalls.)

Fees for annual stalls will be as follows:

-$400+ $225 annual stall fee = $625 for membership & 1 annual stall.
-$400+ $225+ $250 second annual stall fee = $875for membership & 2 annual stalls.
-$400 + $225 + $250 + $300 third annual stall fee = $1175 for membership & 3 annual stalls.

C. **Continuance of Occupancy** – Members who had annual spaces the previous year will have the option to renew the same space for the next season. Members holding annual stalls must notify the Market Manager of their intent to retain their stall(s)

by the date of the January association meeting, or the stall will be forfeited. Fees must be paid no later than the February association meeting.

D. **Any available annual stalls will be drawn by lottery at the February meeting** and interested eligible parties must be present for the drawing. Annual spaces available will be assigned by lot to market members requesting them. A stall waiting list for annual stalls is maintained by the Board. The list is ranked by seniority based on years of continuous membership. As stalls become available, individuals with most seniority on the list will draw for the opportunity to rent a stall. Seniority guarantees the opportunity to obtain a stall through drawings before those having less seniority. Vendors will be placed on the waiting list according to the earliest year of continuous membership.

E. **Subleasing** – No member shall sublease, sell or permit anyone to use their space; this right is reserved for the Market.

F. **CFM members who do not hold annual stalls** shall pay a $10 daily Saturday fee not to exceed $120 for the outdoor season. First year members without annual stalls are exempt from these fees.

G. **Daily vendors (non-members)** or members using an additional stall on a daily basis shall pay a daily rental fee of $25.00 for members and $75.00 per stall for non-members on Saturday.

9. **The Columbia Farmers Market, Inc. and its Board of Directors** are not responsible for product liability or the paying of sales taxes for individual vendors. Each member/vendor shall provide proof of sales tax status (tax number) on their member application form. http://dor.mo.gov/business

10. **Because type of product and cultural practices** are important to some customers, the market expects members to truthfully represent their products and operations.

12. **The Columbia Farmers Market, Inc. will not discriminate** against anyone because of race, color, creed, national origin, sex, age, disability, or sexual orientation.

13. **Vendors wishing to utilize electricity** shall pay an additional yearly fee of $50 for each electric line. Generator use will only be allowed if adequate power is not available.

14. **For reasons of personal and food safety**, animals (except service animals) and bicycles are prohibited in the market area.

15. **No smoking** will be allowed in the Market area.

16. **All children** in the care of vendors during Saturday Market need to be supervised by an adult at the vendor's stall.

17. **Winter Markets** – CFM may operate a 'winter' market for certain winter months. Market fees for the winter market shall be determined on a yearly basis and dependent on an available indoor location.

Glossary of CFM Market Terms

Annual Stall-Those members with seniority are allowed to reserve a space in the market where they set up every Saturday without waiting for the Market Manager to assign them a space. The member pays an extra fee for each space as outlined in the market rules. In order to retain that annual stall, members must sell at market at least once per week for a minimum of 10% of the weeks that market is in session

Member-Per Rule 4.A Persons are eligible to become members. Members can be doing business as AYZ Farm's, LLC but membership is reserved for the individuals listed on the vendor agreement who agree to abide by all the Bylaws, Rules and Regulations of the Columbia Farmers Market. Member in good standing-To remain a member in good standing, a member must have paid all dues and stall fees in full. The member must have all required paperwork on file with the Market Manager including any value-added applications. The member must follow all rules and procedures of CFM. They must be in compliance with all federal, state, county and city rules that apply to their products. The member cannot have repeated complaints from vendors or customers. Because of the nature of the produce auctions and to help the market retain its integrity, members who sell or buy at any of the auctions, should inform the Market Manager so the manager can explain to other vendors or customers the reason they saw the vendor at an auction. In order to remain in good standing, members must sell at market at least once per week for a minimum of 10% of the weeks that market is in session. The member cannot do anything that in the judgment of the Market Manager and board is detrimental to the market and retains his/her good standing. Selling of value-added items without having a value-added for on file with the Market Manager can negate a members' good standing.

Plug-small sized seedling grown in a tray.

Resale-Buying a finished plant, lot of fruits or vegetables, craft or clothing item the vendor did not grow or produce themselves and selling it out of your stall is reselling. There is no acceptable percentage of resale that is allowed. 100% of what our vendors sell must be produced by the member. Items that are taken to a processor and the vendor does not have documentation that the only products the vendor gets back are produced from only their products may not be sold at the market. The only exception to this is value-added items which by definition have other items added. Any value-added items must be approved by the board and the vendor must have a value-added form on file with the Market Manager.

Seniority-A member's continuous tenure in the market. Seniority begins in January of the first season a person paid their membership and sold at the market. Tenure for any partners brought into a farming operation would begin with the first year they are listed on the vendor agreement and produce partnership papers for approval by the Board of Directors. To retain seniority one must be a member in good standing.

Stall- A space within the market area that vendors may use for displaying their produce or products. A stall is not a property that can be transferred. Stalls are assigned according to the stall lottery procedure and cannot be bought or sold as a part of a farm or business.

Treasurer-The Treasurer shall hold all Columbia Farmers Market, Inc. money, pay all bills upon order of the Board of Directors, and present the books and records for audit upon demand by the Board of Directors. The Treasurer's duties shall also include tracking membership fees, banking transactions, reconcile bank statement, classify expenses, create budget in QuickBooks, track budget to actual, track grant expenses/reimbursements, track token balance in QuickBooks, track Access to Healthy Foods (AHF) balance due (if applicable), scan all docs into QuickBooks, enter & scan stall receipts, enter weekly activity, forward state & federal tax docs to Columbia EDP and order checks, etc. as needed.

Rule 8
Stall Lottery Procedure

C. **Continuance of Occupancy** – Members who had annual spaces the previous year will have the option to renew the same space for the next season. Members holding annual stalls must notify the Market Manager of their intent to retain their stall(s) by the date of the January association meeting, or the stall will be forfeited. Fees must be paid no later than the February association meeting.

D. **Any available annual stalls** will be drawn by lottery at the February meeting and interested eligible parties must be present for the drawing. Annual spaces available will be assigned by lot to market members requesting them. A stall waiting list for annual stalls is maintained by the Board. The list is ranked by seniority based on years of continuous membership. As stalls become available, individuals with most seniority on the list will draw for the opportunity to rent a stall. Seniority guarantees the opportunity to obtain a stall through drawings before those having less seniority. Vendors will be placed on the waiting list according to the earliest year of continuous membership.

According to Rule 8C vendors with annual stalls will inform the manager or director before the January vendor meeting whether they are keeping their stall or not. If stalls are available, there will be a stall lottery at the February vendor meeting. Vendors with annual stalls must have their membership fee and all stall fees paid in full by the February vendor meeting. Failure to pay these fees will cause a vendor to lose the annual stall.

The CFM board secretary prepares the display of the Saturday market stall layout including any available stalls.

This poster will be displayed at the February meeting so members can make decisions about where they would be located within the market on Saturdays. The secretary will have all vendor names and their seniority year prepared for the drawing. Members or a representative for the member must be present to be part of the stall lottery drawing.

Starting with the member with the most seniority, each one will be asked if she/he wants to move to any of the available stalls. If a member does move, then his/her stall will then become available in the lottery.

Once the procedure gets to a seniority year where members do not have an annual stall or there are multiple vendors in the same seniority year, the drawing begins. The name of members who joined in this seniority year will be put into a pot. An uninterested party will be asked to choose names from the pot one at a time. As names are drawn, each member in turn will have the opportunity to move to a vacant stall, until there are no annual stalls available. This procedure is repeated for every seniority year until all stalls are assigned. When a member draws a new annual stall the stall fee and membership fee must be paid at that time.

Columbia Farmers Market Code of Conduct

The Columbia Farmers Market prides itself on providing quality products for customers. This Code of Conduct has been modified for use with vendors and/or their representatives participating in the farmers market. The primary purpose of this Code of Conduct is to ensure the safety and well-being of all participants.

As a Columbia Farmers Market vendor and/or their representative, I will:

- Demonstrate the highest standards of personal behavior and integrity at all times
- Conduct myself in a courteous and respectful manner and serve as a positive role model for others
- Treat everyone with respect
- Abstain from physical or verbal abuse and not tolerate it from others
- Comply with equal opportunity and antidiscrimination laws
- Under no circumstance, attend or participate in the Columbia Farmers Market while under the influence of alcohol and/or controlled substance
- Under no circumstance, possess, sell or consume alcohol or controlled substances at the Columbia Farmers Market
- Operate vehicles and other equipment in a responsible manner
- Abstain from any criminal activity
- Respect and adhere to all rules established by the Columbia Farmers Market

It is important that all Columbia Farmers Market vendors and/or their representatives comply with the Code of Conduct. Failure to comply with any component of the code or participation in other inappropriate conduct as determined by the Market Manager may lead to dismissal as a vendor at the Columbia Farmers Market.

- I have reviewed the agreement and am willing to serve in this capacity until either party cancels this agreement.
- I have read the Columbia Farmers Market Vendor Code of Conduct above and agree to comply with it.

Name_____

Business Name _____

Address_____

City_____ State _____Zip _____

Signature_____Date_____

Enforcing the Code of Conduct

Each vendor and/or their representative must sign a Code of Conduct form at the beginning of every market season. A copy of the signed form is kept on file with the Market Manager. The goal of the Columbia Farmers Market Code of Conduct is to make involvement in the farmers market positive, satisfying, and safe experience.

Individuals witnessing a code violation should first attempt to communicate directly with the alleged violator(s) at the time and place of the incident. If this effort does not satisfactorily resolve the issues and concerns raised, the complainant(s) should complete a code of conduct violation report.

The Market Manager cannot effectively act on hearsay, anonymous, vague or untimely complaints about the conduct of others***. A report of inappropriate actions by a vendor or their representative must be submitted in writing to the Market Manager by a first-hand observer within 14 days of the incident. The report must identify the section of the Code that was violated and provide specific details about the alleged violator's actions. The complainant(s) must sign the report.***

Upon receipt of an appropriate Code of Conduct complaint, the Market Manager will investigate the allegations. The investigation may require holding face-to-face meetings with the complainant(s) and/or the alleged violator(s). The purpose of these meetings would be to clarify policies, determine whether, and to what degree, there was a violation and determine what disciplinary action, if any, is appropriate. The Market Manager or Director may ask the complainant(s) and alleged violator(s) to attend a joint meeting if s/he determines this would be useful in resolving the situation.

Any or all of the following disciplinary actions may be taken by the Market Manager, as a result of a code of conduct violation:

- Writing a letter of apology to the injured party(ies).
- Repair of or restitution for property damage.
- Probation for a specified period of time with the understanding that another violation will lead to more serious disciplinary action.
- Suspension from the Market for a period of time.
- Loss of seniority.
- Permanent exclusion from the Columbia Farmers Market.
- Referral to the appropriate law enforcement agency or other authority.

A memorandum summarizing the results of pre-disciplinary meetings and any subsequent disciplinary actions will be placed in Columbia Farmers Market files. Copies will be given to the appropriate parties involved.

Columbia Farmers Market
Grievance Policy and Form

The Market Manager has the right to deny or restrict any vendor or vendor representative's access to the market for failure to follow the Columbia Farmers Market rules. Problems, complaints or concerns must be directed immediately to the Market Manager. Any grievance that cannot be resolved between a vendor and the Market Manager may be submitted in writing to the Farmers Market Board for settlement.

The Columbia Farmers Market (CFM) strives to provide a fair and equal opportunity for all participants to sell and purchase only quality products at a fair and reasonable price. All vendors and the CFM Market Manager have received a copy of the CFM rules and understand the importance of their cooperation. The grievance procedure is in place to help insure this policy is followed.

If you feel a vendor or any other participant has acted in a way that harms the CFM please supply the following information:

- Your name: _____
- Phone Number: _____
- Email Address: _____
- Name of the vendor or person in question: _____
- Infraction(s):

- Date of occurrence: / /

Please attach a check in the amount of $25.00 made out to Columbia Farmers Market and mail to: Columbia Farmers Market P.O. Box 10012 Columbia, MO 65205

If the CFM Board validates your claim, your check will be returned to you. All grievances will receive a written response within two weeks of submission.

I have read the CFM rules and regulations and the grievance policy. I agree to all terms and conditions of the CFM.

Your Signature:

Date: / /

Date received: / /

Received by: _____

Columbia Farmers Market's Vendor Guide to SNAP Tokens

How the program works:

- The customer brings their EBT card (SNAP/food stamp card) to The Oasis. The customer decides how much they want to spend at the market and asks the market staff to sell them tokens worth that amount.
- The market staff person swipes the card through the wireless POS terminal. The amount of the sale is debited from the customer's card. The market staff person gives the customer tokens for the full amount requested.
- The customer shops at the market for eligible foods, using tokens like cash.
- If recipient has children 19 or younger, they are eligible to match up to $25 per week through the Access to Healthy Foods (AHF) program, ran by Sustainable Farms & Communities.

Program Rules:

- **No US currency is to be given as change or exchanged for tokens in any manner.** The sale must be for the exact amount of the scrip or the customer can make up the difference with cash.
- **Accept only our market association tokens. No other market association tokens can be accepted at this market.**
- All market vendors and farmers must accept tokens for eligible food products. Customers using tokens must receive the same respect as other customers.
- All food-stamp eligible food items, food seeds and food plants can be purchased with tokens. No hot food or non-food items such as flowers, clothing or crafts can be bought with tokens.

Columbia Farmers Market's Vendor Guide to Cash Value Tokens

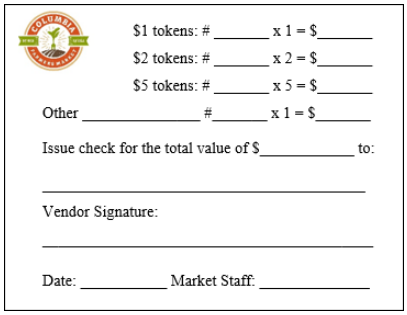
- Columbia Farmers Market's Cash Value Tokens ($5) program operates similar to an ATM; swiping cards in exchange for market tokens.
- Cash Value tokens only come in $5 increments.
- Vendors give change in actual dollars, NOT EBT tokens.
- Columbia Farmers Market has a $10 minimum for swipes and a $2 processing fee, to cover costs to operate the program.

Munch Money

- Children that participate in the Good Food Detectives educational program receive Munch Money for completed activities offered through the Columbia Farmers Market
- Each Munch Money is worth $1. No change can be given for Munch Money.
- Munch Money is only eligible for Specialty Crops (fruits, vegetables, nuts & honey).
- Munch Money should be turned in for redemption with tokens.
- The Columbia Farmers Market has the right to create "money" that customers can spend at market, that will act the same as cash. Some items may have certain restrictions. It is the vendor's responsibility to be aware of Columbia Farmers Market's "money" guidelines.

Redeeming Tokens

- Vendors must use these token forms available at the Oasis to tally tokens for redemption. Additionally, plastic bags are available at The Oasis. This form will act as the vendor's receipt. If there is a discrepancy in check total vendor must present receipt for verification.
- When redeeming tokens, vendor must have tokens counted, separated & bagged by token type, i.e. $1, $2 & $5 tokens.
- Tokens must be turned in before 11:00 am.
- Whatever name is noted on the slip of paper is who the check will be made out to. Stall fees cannot be paid with tokens.



$1 tokens: # _____ x 1 = $_____

$2 tokens: # _____ x 2 = $_____

$5 tokens: # _____ x 5 = $_____

Other _____ #_____ x 1 = $_____

Issue check for the total value of $_____ to:

_____

Vendor Signature:

_____

Date: _____ Market Staff: _____

Supplemental Nutrition Assistance Program (SNAP)
Eligible Food Items

Last Published: 07/18/2014

Households CAN use SNAP benefits to buy:

- Foods for the household to eat, such as:
  - breads and cereals;
  - fruits and vegetables;
  - meats, fish and poultry; and
  - dairy products.
- Seeds and plants which produce food for the household to eat.

In some areas, restaurants can be authorized to accept SNAP benefits from qualified homeless, elderly, or disabled people in exchange for low-cost meals.

Households CANNOT use SNAP benefits to buy:

- Beer, wine, liquor, cigarettes or tobacco
- Any nonfood items, such as:
  - pet foods
  - soaps, paper products
  - household supplies
- Vitamins and medicines
- Food that will be eaten in the store
- Hot foods

Additional Information

"Junk Food" & Luxury Items

The Food and Nutrition Act of 2008 (the Act) defines eligible food as any food or food product for home consumption and also includes seeds and plants which produce food for consumption by SNAP households. The Act precludes the following items from being purchased with SNAP benefits: alcoholic beverages, tobacco products, hot food and any food sold for on-premises consumption. Nonfood items such as pet foods, soaps, paper products, medicines and vitamins, household supplies, grooming items, and cosmetics, also are ineligible for purchase with SNAP benefits.

- Soft drinks, candy, cookies, snack crackers, and ice cream are food items and are therefore eligible items

Seafood, steak, and bakery cakes are also food items and are therefore eligible items

Energy Drinks

When considering the eligibility of energy drinks, and other branded products, the primary determinant is the type of product label chosen by the manufacturer to conform to Food and Drug Administration (FDA) guidelines:

- Energy drinks that have a nutrition facts label are eligible foods
- Energy drinks that have a supplement facts label are classified by the FDA as supplements, and are therefore not eligible

Live Animals

Generally live animals and birds are not eligible for purchase with SNAP benefits. Live fish such as lobsters and other shellfish may be purchased with SNAP benefits.

Pumpkins, Holiday Gift Baskets, and Special Occasion Cakes

Pumpkins are edible and eligible for purchase with SNAP benefits. However, inedible gourds and pumpkins that are used solely for ornamental purposes are not eligible items. Gift baskets that contain both food and non-food items, are not eligible for purchase with SNAP benefits if the value of the non-food items exceeds 50 percent of the purchase price. Items such as birthday and other special occasion cakes are eligible for purchase with SNAP benefits as long as the value of non-edible decorations does not exceed 50 percent of the purchase price of the cake.

COLUMBIA FARMERS MARKET VENDOR TOKEN PROCEDURE AGREEMENT

I UNDERSTAND AND AGREE:

- I will follow, and ensure my employees, family members, helpers, will follow the Supplemental Nutrition Assistance Program (SNAP) regulations. I am aware that violations of program rules can result in disqualification from the Columbia Farmers Market.
- I accept responsibility on behalf of my business at the Columbia Farmers Market for violations of the SNAP regulations, including those committed by any of my employees, both paid or unpaid, new, full-time or part-time. These violations, such as but not limited to:
    - Treating SNAP customers differently than other customers
    - Trading cash for SNAP benefits
    - Accepting SNAP benefits as payments for ineligible items
    - Knowingly accepting SNAP benefits from people not authorized to use them
    - Accepting SNAP benefits as payments on credit accounts or loans
- Participation in the Columbia Farmers Market can be denied or withdrawn if my business violates any laws or regulations issued by Federal, State, or local agencies, including civil rights laws and their implementing regulation.
- Participation in SNAP requires that I will not discriminate against any customer on the grounds of race, color, national origin, age, sex, handicap (disability), political belief or religion; and that I will immediately take any measures necessary to make sure that my customers are not discriminated against.
- Vendors must turn in all tokens at the Columbia Farmers Market Oasis before 11:00 am at Saturday market. Vendors may also turn in tokens at any time the Market Manager is not busy during weekday markets.
- Have tokens divided by $1, $2, and $5 baggies and have them counted before arriving at the Oasis. Complete token form available at The Oasis.
- While Vendor waits CFM staff will: 1) Count pre-bagged tokens. 2) Initial token form verifying Vendor's token count and total. 3) Once initialed, the token form will act as vendor's receipt.
- Vendors must have at least $50 in tokens to turn in at any one time unless you will be absent from the market for more than a month or it is your last market day of the season.
- You may apply for a Hardship Exception if the $50 limit presents a financial problem. A written statement explaining the hardship circumstance must be presented to the Board.
- All statements will be kept confidential.
- Keep receipts for your records. You will be required to show a signed receipt if you feel there is a discrepancy or you do not get paid in a timely fashion.
- CFM will reimburse vendors by check within two weeks (fourteen days). Questions regarding token reimbursement should be directed to the CFM Market Manager.
- Token checks will be made payable to Vendor/Farm noted on receipt.
- Token checks will be handed out during market hours. Checks can be mailed upon request only.
- Tokens may not be used to pay stall fees. CFM may withhold reimbursement checks if there are outstanding invoices until payment is received.
- Vendors give change for Cash Value tokens in actual dollars, NOT EBT tokens.
- Accumulating large amounts of tokens before redeeming is not recommended due to available token inventory and CFM cash flow.
- Vendors, by law, may not give cash change for purchases with EBT tokens. When possible, vendors are encouraged to modify purchases so it totals a whole dollar value. We cannot charge sale tax on EBT purchases. If sales tax is included in your price, adjust the amount of purchase to compensate the EBT customer for the sales tax.

I have read and agree to follow the Token Procedure of the Columbia Farmers Market.

Printed Name _____Farm Name_____

Vendor Signature & Date_____

This manual has been supplied by the Columbia Farmers Market Board as a way to fairly inform all vendors of our rules and procedures. It is the Board's responsibility to insure that all the rules and regulations are enforced fairly and without favoritism. It is your responsibility as a vendor to do your part to abide by the rules and to conduct yourself responsibly toward all customers, other vendors and CFM staff. It is further your duty to inform the Market Manager of any violations that you witness so they can be investigated and corrected.

I _____doing business as _____ have read and had all members of my family and staff that will at any time be representing me at the Columbia Farmers Market read and sign this agreement.

Signature of Owner/s

_____

Have every representative of your farm sign on the lines below.

_____

_____

_____

_____

_____

_____

_____

Date _____

(Return this signed page to the Market Manager to be placed in you CFM file.)