



SHELTON FARMERS MARKET VENDORS HANDBOOK

Shelton Farmers Market
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THE MISSION AND PURPOSE OF SHELTON FARMERS' MARKET is to offer a forum for small local growers and others to make their fresh produce available to residents of this community and to support farming efforts in Mason County and adjoining counties.

FARMERS' MARKET SEASON: the market will be open 9:00 am to 2:00 pm on all Saturdays, May through September.

DUES AND FEES: The annual membership dues for all membership categories is \$50.00. Vendors may pay installments of at least \$10.00 each time they occupy a stall until they have paid \$50.00. The daily stall fee is 7% of gross revenue (less any sales tax). Vendors sharing a stall will each pay their percentage. Vehicle stalls may be charged additional fees subject to the discretion of the board.

SHELTON FARMERS MARKET BOARD OF DIRECTORS: a president, vice-president, secretary, and treasure are elected by the membership for two year terms as set out in the bylaws. The Market Manager is an appointed member of the board.

Board Meetings: Executive board meetings are held for personnel matters only. The board will hold work sessions as needed. Vendor concerns are included as a board agenda item at every board meeting and work session. This time is the vendors' opportunity to bring concerns directly to the board. Please make use of this opportunity for your input. If you want action on a certain issue, or would like to propose new policy or policy changes, please submit your concerns and proposals in writing at least five days prior to the board meeting.

MEMBERSHIP

Voting Membership is limited to individuals or single family vendor units who have paid their annual dues in full, with one vote per stall. New vendor applicants in partnerships, associations, and businesses with established store fronts, etc., must apply to and receive specific approval from the Board of Directors before selling at the Farmers Market. Such approval will be granted only in cases where individual/single family members are not available.

Voting Membership Categories

Farmers. Farmers are persons who raise produce (vegetables, fruits, herbs, flowers, or nursery crops) from seed or plants and care for, cultivate, and harvest the crops offered for sale at the Farmers Market. Beekeepers, egg farmers, and fish and/or shellfish growers are considered in this category of membership. Farmers must make at least 80% of their gross Farmers market revenue from the products they raise (as opposed to craft or processed food items) to qualify for the farmer category of membership. Farmers with seasonal products who are also crafters will be assigned to the farmer category only when their product is in season and is their primary item at the Market.

Processors. Processors are persons offering fresh, canned, or bottled food products such as sandwiches, hot dogs, jams or baked goods that they have processed, creating and adding value to their product. A food

processor must meet all state, county, and local requirements. All permits and licenses required must be displayed at the Market site daily. All new processors are required to apply to the Board of Directors for membership. Prospective processors shall first discuss their plans with the Market Manager, and then shall apply in writing to the Board. The application shall describe product, facilities (as applicable), licensing status, etc. Upon receipt of the written application and satisfactorily meeting all of the Processor acceptance guidelines the prospective vendor will be placed on the agenda of a future Board meeting for consideration of the proposal.

Crafters. Crafters are persons who craft with their own hands the products they offer for sale at the Farmers Market. To qualify as a crafter, a majority of the tools and equipment used by the crafter to produce his/her products must require skills, personal handling, and/or guidance by the crafter. A crafter, to qualify for and maintain Farmers Market membership, may be required to be juried and accepted by the Market Manager or the board.

Other Members. The Board of Directors will select prepared food vendors, processors, and sellers of fruits and vegetables that locally cannot be grown reliably and in sufficient quantity to satisfy customer demand as determined by the Board of Directors. "Other Members" will be required to operate under service contracts supplied and approved by the Board of Directors. Products provided by sellers of fruits and vegetables (brokers) are specifically limited so as not to compete with local farmers. Farmers shall not engage in brokerage. All conditions of stall placement, hours, days, fees, and special rules are set down in the vendor contracts. These members are subject to all Farmers Market policies in addition to the terms of their contracts.

Nonvoting Membership Categories

Non-Profits. Non-profit groups will be given free booth space to present educational materials as space permits. Non-profit groups, community or educational groups, etc., will be scheduled by the Market Manager on a first-come, first-assigned basis. Non-profit groups must comply with the same rules as regular Market members. Proper permits must be obtained before market space is assigned. Products sold by these groups must be made, grown, or produced by their members. Exceptions may be granted by the market manager. Non-profit groups will be assigned space after all regular Market members are assigned space. Non-profit groups will be notified in advance by the Market Manager of Market procedures, rules, and hours.

Business Sponsorship Both. Local businesses wishing to promote their business may have a stall once per year for a fee of \$50.00. This booth will not be used to sell products. Businesses are encouraged to present educational material.

MARKET POLICIES

All members of the farmers market will behave towards market customers, market members, staff, and volunteers in a professional manner, which fosters a sense of market community and camaraderie, a spirit of cooperative involvement, and which promotes the market as a whole to the community it serves.

Quality -The Farmers Market strives to provide a marketplace where fresh and local products are sold. The Manager shall have the responsibility, in cooperation with regulatory agencies, for maintaining quality control as it relates to health and safety issues at the Market.

Refund Policy -All vendors selling at the Shelton Farmers Market shall guarantee the quality of the products they offer. This shall apply to any food, craft, plant, or any other item sold at the Market. If an exchange or other arrangement is not acceptable to the customer, a refund in the same kind as the payment, usually cash, must be offered by the vendor. In order to qualify for a cash refund the customer must return the unused portion of the product in question. Refunds beyond a 7-day (one week) period, from the time of purchase will be honored only at the discretion of the vendor.

Pricing -Pricing of goods sold at the market should be just and fair. Any applicable taxes are the sole responsibility of the individual vendor.

Organic Labeling -Use of the phrase "organic" in produce sales shall be governed and regulated in accordance with Washington State Department of Agriculture regulations. All vendors are required to advertise truthfully and to respond to customers' questions in a like manner.

Stall Assignments -Stalls are seasonally assigned at the discretion of the Market Manager, based on the following considerations:

- The good of the Market
- Vendor stall preference
- Current stall assignment
- Compatibility of products
- Quality and quantity of products
- Category differences
- Attendance commitment (preference given for full-time commitment)

Priority to farmers--In recognition of the Articles of Incorporation which declare that the Shelton Farmers Market was established "... to provide a forum for small local growers and others to make available their fresh produce to residents of this community and to support farming effort in Mason County... "The Market Manager shall be authorized to give priority for stall space to farmers with at least 80% of their daily sales being produce.

New members--New members will be assigned a stall location by the Market Manager or his/her representative. Prospective new contract vendors must apply to the Board and be approved before they can sell at the Market.

Stall Rental Fees and Payment – Stall rental fees shall be paid at the end of each market day. Any fees delinquent beyond 2 weeks must be paid before the vendor will be allowed to continue to sell at the Market. When making payment, vendors shall state their membership category (crafter, farmer, processor, prepared food vendor), their member name, their day's exact gross sales (less any sales taxes collected), and their stall fee or commission due the Market. The Market Manager will collect the amount due, record the gross sales, and issue a receipt. Vendors should make an attempt to make payment with exact change or check.

Product and Service Orders -Vendors who take product or service orders at the Market, should report these as part of their gross sales and pay commission on the transaction on the day or week they receive payment for the product or service rather than the day they receive the order.

Agents -An agent may sell a vendor member's product or produce provided that the vendor member himself/herself sells one (1) full day each month. Exceptions may be made for vacation, extended illness, etc. One vendor member may not sell for another vendor member except for periods during the day when vendors are away from their stall for short breaks.

Punctuality of setup- Vendors may enter the market area beginning at 8:00 AM for the purpose of readying their stall space for that day's sales. All vendors must be fully set up and at their stall in time to begin selling by 9:00 AM. Vendors are required to remain until closing, 2:00 PM, unless they have sold out of their entire inventory. Exceptions to this policy must be approved by the Manager.

Vendor Vehicles - Vendors may drive into the market area to unload prior to 8:45 AM and load after 2:00 PM only. Vehicles will follow normal traffic patterns. Vendors parking off-site should park as far away as possible, or as directed by the Market Manager. Prime parking spaces are to be reserved for market customers. To alleviate traffic hazards and jam-ups, vendors are required to unload their vehicles immediately without unpacking boxes or beginning to arrange displays until after the vehicle has been removed from the site. At the end of the selling day DO NOT enter the Market with your vehicle until your products have been boxed and are ready to load. Prior approval is necessary for vendors wanting to sell out of a vehicle.

Vendor Canopies -All vendors who wish to erect canopies (including umbrellas) on the farmers market site during a normal period of market operations, including the set up and break down period, are required to have their canopies sufficiently and safely anchored to the ground from the time their canopy is put up to the time it is taken down. Any vendor who fails to properly anchor his or her canopy will not be allowed to sell at the farmers market on that market day, unless that vendor chooses to take down and stow their canopy and sell without it.

Set-Out Distance for Vendor Displays -Table displays and signs must allow clear visibility and access to adjoining stalls. Display and selling techniques must not impair other vendors' ability to sell.

Signs -All vendors must have a sign at their Market site. The sign must have the farm or business name, contact person, and location.

Printed Material - No petitions, or other printed material, political or otherwise, will be distributed or displayed at the Farmers Market without prior approval by the Market Manager.

Amplified Music -No amplified music or paging systems will be allowed to be used by vendors. Personal radios and tape players are permitted, provided they are not played loud enough to be heard by the public or neighboring vendors. Amplified music is for the hired or scheduled market entertainment.

Stall Clean-Up -Each vendor is responsible for cleaning his/her stall area. If this is not done to the satisfaction of the Manager after an initial warning, the vendor may be excluded from participation in the Market.

Garbage -Vendors are responsible for removing their own boxes and garbage from the market site. Trash cans are provided as a courtesy to customers and should not be used by vendors. Pack out your trash.

Health Practices - All vendors must adhere to sanitary procedures as outlined by The Mason County Environmental Health Department. Any vendor found selling contaminated foodstuffs or produce shall be suspended from selling operations until satisfactory clearance has been obtained from the Mason County Environmental Health Department. All vendors must wear shirts and shoes.

Prepared Food Vendors -Prior to selling at the Market, prepared food processors and vendors will show to the Market Manager all necessary food handling, preparing, and selling permits from the Mason County Environmental Health Department. These permits must be current and must be displayed for public view during Market hours. All prepared food facilities will be inspected by Mason County Environmental Health Department authorities. Evaluations resulting from these inspections must be promptly shown to the Market Manager, along with a plan and timeline for meeting any concerns of the Environmental Health Department.

Styrofoam -The selling of goods in disposable Styrofoam containers is to be avoided.

Smoking Policy – Smoking is not permitted in the stalls or within 25 feet of the market area. Smoking in Public Restrooms is prohibited by law.

Mushroom Policy -Wild mushrooms may not be sold at the Market without prior Board approval. This restriction is intended to empower the Board or its designees to scrutinize potential mushroom vendors for the purpose of insuring adequate knowledge of their product, and appropriate, ecologically responsible gathering practices of said vendor.

Logo Use -Members wishing to use the Shelton Farmers Market logo must apply in writing to the Board of Directors.

Disciplinary Policy and Procedure -The Manager has the responsibility and authority to maintain a professional atmosphere and to impose appropriate discipline at the Market site. For situations that are deemed dangerous or destructive to the safe operation of the Farmers Market, or for violators or situations that cannot be controlled by routine methods, a disciplinary policy may be implemented. Refer to the bylaws for details of the disciplinary policy and procedure. Repeated violations may result in expulsion from the Market.

Foul Language. Foul language will not be tolerated at The Shelton Farmers Market. Repeated violations may result in expulsion from the Market.

Discrimination - Members of The Farmers Market, Market employees, and other persons selling at the Market or participating in Market functions, whether dealing with customers of the Market or with other Market members, shall not discriminate against any individual in regard to selling of products, hiring, promotion, discipline, or other matters because of age, sex, race, creed, color, national origin, sexual orientation, or the presence of any physical, mental, or sensory disability.

Sexual Harassment--Sexual harassment is a practice that violates federal equal employment opportunity laws, and violates the principles of the Shelton Farmers Market. Therefore: It is the policy of the Shelton Farmers Market to comply with the spirit and intent of federal equal employment opportunity laws and rules. Vendors and staff will be afforded a work environment free from sexual harassment. All vendors and staff shall project the necessary attitudes and behavior to ensure that sexual harassment does not occur. Vendors observing or having knowledge of incidents or practices within the Market which are harassment as defined in this policy shall report their observations to the Manager or file a grievance with the Board of Directors. The Farmers Market will not tolerate instances where a vendor or staff is retaliated upon in any way for complaining of sexual harassment. Confidentiality will be maintained whenever possible. Violators of this policy shall be subject to disciplinary action in accordance with Farmers Market policy.

The following acts are considered sexual harassment:

- Promise of employment or continued employment made implicitly or explicitly predicated on sexual activity as a condition for employment.
- Implicit or explicit coercive sexual behavior to control, influence, or affect any employee, contractor, customer, potential customer, or vendor.
- Deliberate or unsolicited verbal comments, gestures, or physical contacts of a sexual nature which are unwelcome or interfere with work performance or create an intimidating, hostile, or offensive work environment.

Sexual harassment exists when the behavior is repeated or unsolicited and is unwelcome.

VENDOR INSPECTIONS AND JURYING

The Market Manager has responsibility for vendor inspections to verify that products sold at the Market are vendor produced as required in the Bylaws, and that the vendor lives and works within geographical boundaries established by the Bylaws. The Market Manager may delegate to vendor members or other qualified individuals the authority to assist in the execution of inspections. Membership in the Market requires the vendor to submit to being inspected at the request of the Board of Directors and/or the Market Manager.

Inspection Process and Guidelines

- Vendors may be inspected when complaints have been received by the Market Manager or the board.
- The Market Manager will keep a record of inspections.
- The inspector will note production capabilities of each facility they visit.
- Vendors will be contacted at least 24 hours in advance of inspection.
- If the Manager cannot verify that a vendor produces his/her own product, membership may be denied. The vendor may appeal to the Board of Directors.
- The Board must respond to written appeals within thirty (30) days. The Board has final authority to resolve all discrepancies referred by the Market Manager or appealed by a vendor.

Greenhouse Vendor Guidelines - A greenhouse vendor is an individual whose products are nurtured and/or finished within a greenhouse structure, owned and/or operated by that vendor member. All greenhouse vendors must have a substantial impact on, and be actively involved in the nurturing of the product they sell at The Farmers Market. "Substantial Impact" means that the vendor has care of the plant for 3/4 of the plant's life span to point of sale. No finished products may be bought and resold. The market Manager is authorized to request receipts or invoices in support of greenhouse operations. Video recorded inspections may be requested by the Market Manager. (Compliance is voluntary but appreciated.) Confidentiality is assured, and viewing is allowed only by the Market Manager and the Board of Directors if determined necessary to resolve complaints of noncompliance. In compliance with State regulations, a copy of the vendor's nursery license and business license should be on display at their stall/table when selling at any Farmers' Market.

CRAFT VENDOR JURING

To assure quality crafts at the Shelton Farmers Market, all new craft vendors will be juried. Prospective crafters not accepted at one jury session may reapply at a later session. Jurying dates for prospective new Market members will be established by the Jurying Committee with Board concurrence each year. The jurying procedure will be as follows:

If the Market reaches full capacity in the number of crafters the prospective crafter will bring a representative sampling of his/her craft items to a jurying session. Prospective crafters may present no more than two craft categories (e.g., ceramics and wood carvings) at any jurying session. Upon arrival at the jurying session the prospective crafter will complete a Jury Check-In Form and display his/her craft items as if selling at the Market.

If the Market has not reached full capacity in the number of crafters the prospective crafter will be allowed to set up a stall at one market session and pay the same daily dues and fees as members. During that market session the jury will visit the prospective crafter. Each juror will give a prospective crafter a point value of 1 to 5 based on the criteria below. High and low scores will be thrown out. The top crafters will be selected on the basis of total points from this jury process. The Board may limit the number of craft memberships for each jurying session.

The Jurying Committee will award points on the basis of:

- Quality of workmanship (finishing, neatness, aesthetics)
- Originality (amount of product created by artist, similar products seen elsewhere.)
- Artist resume/biography: written history of craft/crafter background, sales/shows, memberships, length of time perfecting art, and other achievements, etc.
- Market enhancement (how craft will complement other vendors and overall market environment.)
- Skills needed to produce product (tools, materials, personal handling, and production process.)

FARMERS MARKET BYLAWS APRIL, 2003

ARTICLE I -NAME AND OFFICERS

Section 1 -NAME

The name of the organization shall be The Shelton Farmers Market. Section 2 -OFFICERS The Board of Directors of the corporation shall consist of a President, Vice-President, Treasurer, Secretary, and three (3) Members-at-Large. The Board of Directors shall be comprised of at least five (5) active vendor members.

ARTICLE II -MEMBERSHIP

Section 1 -MEMBERSHIP Membership shall be open to any individual of the local community. Membership fees are required of each member and shall be established by policy of the Board of Directors.

Section 2 -CATEGORIES OF MEMBERSHIP

Vendor Members Vendor members shall be local farmers, handcrafters, and processors of agricultural commodities who produce 100% of the items offered for sale at the Farmers Market site; and prepared food and such others as have a contractual relationship with the Farmers Market. "Local community" is defined as Mason county and immediate surrounding counties.

Supporting Members Supporting members shall be non-profit organizations or individuals of the community who want to help the Farmers market.

Section 3 -TRANSFER OF MEMBERSHIP

Membership and Seniority points may be transferred to a family member, or to a legitimate business partner who has actively participated, as defined in the Policy Manual, in the business at the Farmers Market site, with approval of The Market Board of Directors.

Section 4 -SUSPENSION OF MEMBERSHIP

Members must abide by these Bylaws, policies, and procedures established by the Board, and by all applicable city, county, state, and federal laws. As a condition of membership and of the right to sell at the Market, it is understood that representatives of the Farmers Market, consistent with policies established by the Board, shall have the right to inspect the vendor's farm and/or site of production for the sole purpose of confirming conformance with the Farmers market Bylaws and policies. Failure to submit to such an inspection within five (5) days of a written request from the President of the Board of Directors may result in suspension of membership for the balance of the season or sixty days of the season, whichever is greater. Application for re-establishment of membership as a result of this section shall be on the basis of a new membership.

Section 5 -DUE PROCESS The Board of Directors shall establish a policy providing the right to due process for any suspension or discipline of a member.

Section 6 -CONDITION OF MEMBERSHIP

Vendor members may not buy and resell commodities that are or can be grown or processed locally. When related to farm produce of vendor members, "local" refers to being from Washington State. The Board has the authority to grant exceptions.

ARTICLE III -MEETINGS AND ELECTIONS

Section 1 -MEMBERSHIP VOTING

- A. Voting. Members of this corporation will be the final authority as it relates to the governance of the Farmers Market. Voting privilege shall be extended to vendor members with a limit of one vote per participating individual or single family unit.
- B. Voting Eligibility. Any vendor member in good standing as of October 31 has the right to vote in the general membership meeting in November.
- C. Attendance. Members must be present to cast their votes. Proxies will not be allowed.

Section 2 -ELECTION OF THE BOARD OF DIRECTORS

- A. The Board of Directors shall be comprised of seven (7) members, five (5) of whom shall be vendor members.
- B. The election of the Board of Directors shall be held at an annual membership meeting in November. Vacancies occurring on the Board will be filled, for the period remaining until the next election, by a majority vote of a quorum of the Board. The vacant position shall be subject to election by the membership for any portion of the remaining term at the next General or Annual Membership meeting. Board members missing two (2) consecutive meetings without prior arrangement and agreement may have their position declared vacant at the discretion of the Board.
- C. The membership shall elect a President, Treasurer, and two (2) Members-at-Large by majority of the votes cast for each position in even numbered years. The Vice-President, Secretary, and three (3) Members-at-Large shall be elected in odd numbered years. Members at large board members shall be elected in the following manner: A 1st of candidates shall be presented to the membership by the Nominating Committee or by nominations from the floor with the consent of the nominees. The candidates receiving a majority of the votes cast shall become Board members. In any election where no candidate receives a majority of the votes for a particular position, there shall be a run-off election between the two (2) candidates receiving the highest number of votes for that position. Ballots for the Member-at-Large positions must show votes cast for all available positions to be valid. All elections for officers shall be by secret ballot.
- D. To be eligible for election to the Board, candidates must accept the nomination at the General or Annual membership meeting or, if absent, submit notification in writing prior to the general meeting of their desire to be nominated.

Section 3 -ANNUAL MEETING The annual membership meeting shall be held in March of each year; the hour and place to be determined by the Board.

ARTICLE IV -BOARD OF DIRECTORS

Section 1 -BOARD OF DIRECTORS

The Board of Directors shall meet at least quarterly with special meetings called as needed. A majority of the Board members shall constitute a quorum. The Board shall be responsible, individually and collectively, for the operation of the corporation consistent with these Bylaws and with the policies adopted by the Board.

Section 2 -DEPARTURE OF DIRECTORS

At the expiration or termination of a Board member's term, all moneys, property, papers, records, and books of that member relating to the Farmers Market shall be turned over to the successor to that position within fifteen (15) days.

Section 3 -POLICIES

The Board of Directors shall cause to be established and kept current a book of policies. The policy book shall be consistent with these Bylaws and will be the final authority for the operation of the Farmers Market. It shall continue in force until amended by the Board of Directors, thereby guaranteeing ongoing policies for the daily operation of the Market.

Section 4 -GRIEVANCES

The Board shall be responsible for establishing a grievance procedure and shall be the final authority in resolving grievances.

Section 5 -EMPLOYEES

The Board is charged with hiring the Market Manager.

Section 6 -ORGANIZATIONAL MEMBERSHIP

The Board shall have the authority, if desired, to petition for membership in a state or national organization or to pursue similar objectives.

Section 7 -NON-PROFIT STATUS MAINTAINED

These Bylaws shall not preclude the organization from qualifying under Section,501(c)(3).

ARTICLE V -DUTIES OF OFFICERS

Section 1 –PRESIDENT

The President shall preside at all meetings of the Farmers Market and be spokesperson for the corporation. The President shall set the agenda for Board meetings.

Section 2 -VICE PRESIDENT

The Vice-President shall:

- A. Assist the President in the work of the President's office.
- B. In the absence of the President, or in the President's inability to serve, preside at all meetings and perform all duties otherwise performed by the President.

Section 3 -SECRETARY

The Secretary shall keep, or cause to be kept, minutes of all membership and Board of Directors meetings, and shall be responsible for coordination of a membership list and all correspondence necessary for the corporation. Meeting minutes shall record the vote of each Board member on all actions taken. The Secretary shall also cause the minutes of Board meetings to be made available to all members in a timely manner.

Section 4 - TREASURER

The Treasurer shall receive and keep the funds of the corporation and payout the same only by direction of the Board of Directors. The Treasurer shall deposit or cause to be deposited all moneys, checks, and other depository as the Board of Directors may designate. The Treasurer and/or designated Board members shall sign all receipts and vouchers for payment made by the corporation. All expenditures outside of normal operating expenses shall first be approved by a majority of the Board. The Treasurer shall render to the Board of Directors an account and statement of all transactions at each annual meeting of said Board and at such other times as the Board may from time to time determine. The Treasurer shall see that regular entries are made in the books of the corporation to be provided for the purpose of a full and accurate account of all moneys received and paid out on account of the corporation. He/she shall at all reasonable times exhibit the books and accounts to any director of the corporation, and shall in general perform all the duties incident to the office of the Treasurer, subject to the control of the Board of Directors.

Section 5 -MARKET MANAGER

The Market Manager's duties shall be set by the Board. Consistent with Board policy and budget, he/she shall hire and supervise all staff. He/she shall perform such other duties as directed by the Board and/or President.

Section 6 -EDUCATION AND BUILDING FUND

The Board of Directors shall establish an "Education and Building Fund". Such funds shall be segregated from the Association general funds. Rules for the use of this fund shall be established by its officers, who shall be the officers of the Shelton Farmers Market. All actions of the Directors of the fund shall be consistent with an organization exempt under Section 501(c)(3) of the Internal Revenue Code and its regulations. Expenditure of any funds established by this section shall require an affirmative vote from 8 voting members of the Board.

ARTICLE VI -FISCAL YEAR

The fiscal year of the corporation shall be from January 1 to December 31.

ARTICLE VII -AMENDMENTS

Proposed changes to these by-laws may be initiated by majority vote of the Board of Directors or in writing by 10 members of the Association. Proposals by member's initiative shall be submitted to the Board at least thirty (30) days prior to the Annual membership meeting. The Board shall consider such proposals and may recommend adoption, modification, or rejection by the membership. A majority vote of the members voting and present at the meeting shall be sufficient for adoption providing that at least 1/3 of all members are present. Notice of the proposed changes together with any recommendations of the Board shall be mailed to all members at least fifteen (15) days prior to the Annual membership meeting.

ARTICLE VIII -ARTICLES OF INCORPORATION

The Articles of Incorporation may be amended, altered, changed, or repealed by a 2/3 vote of the voting members at the annual membership meeting provided that a quorum of 1/3 of all voting members be present and that Notice of the amendment be provided to all voting members at least thirty (30) days in advance of the annual meeting. Only members in good standing may put proposals before the membership.

Grievance/Appeal Procedure

Any grievance by a member against another member or the Market Manager alleging violation of Market policies, rules, or by-laws which could result in disciplinary action shall be processed in the following manner:

Any grievance to be considered shall be filed, within ten (10) calendar days of knowledge of the incident causing the grievance, with the President of the association. It shall be in writing, include a clear and specific description of the grievance, and provide a history of what steps have been taken to resolve the problem. A copy of the grievance shall be sent to all parties named in the grievance. The President of the Board shall, within ten (10) calendar days, acknowledge receipt of the grievance and, if he/she considers it appropriate, may attempt to mediate or cause it to be mediated. If mediation fails or is not considered appropriate by the President, he/she shall:

- A. Refer the matter to the Board of Directors for appropriate hearing and disposition
- B. Refer the matter to a committee of the Board for appropriate hearing and final determination.

Any appeal from such hearing shall be to the full Board, and said appeal must be based on prejudice, discrimination, or lack of due process by the committee.

Any accused vendor under this policy shall have the right to the following:

- 1.) The right to face their accuser at the appropriate hearing.
- 2.) The right to a closed hearing if requested.
- 3.) The right to present witnesses and evidence on their behalf.
- 4.) The right to refute testimony or evidence presented against them with testimony or other evidence.

During any hearing covered by this procedure, the hearing board shall have the right to question the parties or any witnesses, and/or request any printed material (i.e. receipts, invoices, order forms, etc.) in support of the case(s) of the parties involved.

Any disciplinary action imposed by the Market Manager shall be subject to this appeal procedure. Such disciplinary action by the Manager shall be documented in writing with a copy submitted to each Board member.

The decision of the Board of Directors on any appeal shall be final and binding. Any dispute relating to Market Policy, Market by-laws or decisions by the Market Manager which are not covered by the grievance procedure shall be resolved in the following manner:

- 1.) The issue shall be discussed with the Market Manager.
- 2.) If it is not resolved with the Manager, it shall be reduced to writing and submitted to the President of the association. It shall include specific details of the problem and what attempts were made to resolve the issue. The President shall, within ten (10) days, acknowledge receipt and, if he/she considers it appropriate, attempt to mediate or cause the issue to be mediated.
- 3.) If the issue remains unresolved or if the President determines not to utilize mediation, the matter shall be referred to the Board of Directors for consideration. The Board shall consider the matter and may, if it so decides, conduct an investigation or hearing and the parties directly impacted by the issue shall have the same rights as an accused vendor described in the grievance procedure. The decision of the Board of Directors shall be final and not subject to further appeal.

Disciplinary Policy and Procedure

The continued existence of a forum for small local growers and others to make their fresh produce available to residents of this community and to support farming efforts in Mason County and adjoining counties is the mission and purpose of the Shelton Farmers Market. The recognition of this concept is that the vendors participating in the Market operate with respect and dignity for the public and each other. Disputes, personality conflicts, and disagreements are to be expected and may be encountered by vendors in the Shelton Farmers Market. Professional conduct and deportment provide the way to ensure that these situations do not result in the possible loss of respect and confidence of the Shelton Farmers Market vendors and the public in general. In order to maintain the Market's integrity and ensure that there is a

framework for fundamental ethical principles and understanding, the following disciplinary procedures are adopted by the Shelton Farmers Market Board of Directors.

A vendor with the Shelton Farmers Market may be subjected to the disciplinary sanctions or actions set forth below for any actions or behavior that misrepresents other vendors, is demeaning to other vendors and/or the public, or engages in activities or communications that have the potential to harm the image/reputation of other vendors, the Shelton Farmers Market, the Market's Board of Directors, or its staff.

These 'Disciplinary Policy and Procedure' proclamations are not intended to diminish and in no way supersede the authority of the Market Manager for day-to-day dispute resolution, and is intended to be used to resolve those negative and inappropriate situations that continue to occur after efforts have been made to correct them, or in the case of serious incidents that threaten the members, staff, customers, or reputation of the Shelton Farmers Market.

Market Manager Identification and Intervention

If the Market Manager, after a review of the allegations, circumstances, and relevant facts, determines that a vendor engaged in inappropriate actions identified in the Disciplinary Policy and Procedure, the following options are available to the Market Manager:

The Market Manager, at his/her discretion, may impose a maximum penalty of one full day suspension per incident, and/or:

The market Manager has the discretion to require a mandatory meeting between the Board, or their designated sub-committee and the suspended vendor. This meeting may take place after one-day suspension, or it may be a condition of re-entering the Market, depending on the severity of the incident.

II. Disciplinary Meeting

Procedure

- 1) If the Market Manager chooses the option of a disciplinary meeting, the Board of Directors, or a sub-committee established for such purpose thereof and appointed by the President, will schedule a special meeting with the vendor(s) involved in the incident.
- 2) The attendees of the meeting will include the Board of Directors (or the designated sub-committee thereof), the vendor(s) in question, the staff that requested the meeting, and witnesses to the incident if deemed necessary by the Board.
- 3) The Board of Directors, or their designated sub-committee will hear the staff's and vendor's (and witnesses, if used) versions of the incident. The vendor will be afforded the opportunity to provide written and/or oral testimony and statements or witnesses on their behalf.
- 4) The Board of Directors or their designated sub-committee will make a determination as to what level of discipline is appropriate for the incident and the sanctions that should be imposed.

- 5) The Board of Directors or designated sub-committee may delegate the imposition of sanctions to the Market Manager for action without further notice to the vendor.

III. Levels of Discipline

- 1.) **Warning** The Board of Directors or their designated sub-committee may elect to issue a formal warning to a vendor, the terms of which shall be in writing, and spelled out clearly as to the consequences of repeated incidents of inappropriate behavior.
- 2.) **Suspension** The Board of Directors or their designated sub-committee has the right to suspend a vendor from selling at the Shelton Farmers Market. The length of suspension shall be determined by the Board or their designated sub-committee and may include at the minimum a one-day suspension and up to and including permanent suspension.
- 3.) **Loss of Seniority Points** The Board of Directors or their designated sub-committee shall also have the authority to permanently eliminate a vendor's accumulated seniority points. This would not prevent a vendor from selling at the Market. It would, however, require them to surrender their seasonally assigned stall, if they have one, and to participate in the daily roll call (as if they were a new vendor). Additionally, their placement on the roll call list would begin following the elimination of accumulated points. Credit for years in the Market would reset to zero.

Appeals from Board of Directors Actions

The Board's or their designated sub-committee's actions under these 'Disciplinary Policy and Procedure' proclamations are intended to be final. The vendor who is the subject of disciplinary actions shall have the opportunity to request the hearing body, either the Board or their designated sub-committee, to reconsider their decision and sanctions. No further opportunity to appear before the Board or their designated sub-committee will be granted and the Board or their designated sub-committee will only review a written appeal. The request must be in writing, stating the reasons for which the Board or their designated sub-committee should reconsider and what proposed sanction should be invoked. The Board or their designated sub-committee shall review the appeal for reconsideration and respond to the vendor within ten (10) days. During this appeal period the sanctions shall be fully implemented until the written appeal for reconsideration is acted upon and the sanctions revised by the Board or their designated sub-committee. The written appeal must be received by the Market Manager within five (5) days of the Board's or their designated sub-committee's determination.

NEW MEMBER ACCEPTANCE GUIDELINES ADDENDUM A

1. Each year, prior to the General Meeting in April, a committee of the Board shall meet to discuss the current vendor-member profile (how many farmers, crafters, processors, etc.)

- a. **Membership is always open to "farmers"**. Therefore, all other categories of membership must be regulated in their numbers.
2. The committee shall at that time formulate a recommendation to be presented to the entire Board that addresses the issue of which, if any, categories shall be increased or decreased to meet the needs of the Market association and its mission and goals. If any change from "status quo" is recommended, specific numbers shall be provided (example: 3 new crafters, 2 fewer processors, etc.).

Current members in "good standing" with the Shelton Farmers Market Association shall be given first consideration, ahead of any new applicants, in membership renewal. "Good standing" status shall be determined by the vendor-member's level of compliance with all policies and contractual obligations, as prescribed in the Farmers market Policy Manual and/or Vendor Contract.

3. If additional members are recommended, or if a vacancy occurs in any of the regulated membership categories, the process for recruitment shall be handled in the following manner:
 - a. **Crafters** All crafters must be juried, as specified in the policy manual.
 - b. **Processors** The Board may advertise for specific services wanted, as determined by the appointed committee ("Bakery Needed", "Kosher Butcher Wanted", etc.) All applications will be reviewed by a Board-appointed committee, and a recommendation will be submitted. Additionally, if an individual that offers a unique product, and also meets the guidelines for new processor acceptance, wishes to join the market association, a recommendation by the Market Manager may be submitted, and shall be reviewed by the Board for consideration.
 - c. **Food Concessionaires (Food Trailers)** If the Board agrees to add a food concessionaire, or if a vacancy shall occur, an ad shall be placed in the local newspaper as soon as it is practical. All applications shall be reviewed by a Board-appointed committee, and a recommendation shall be submitted to the Board. If no application is deemed acceptable, the Board of Directors, or a Board-appointed committee shall make a recommendation on how to proceed. Any decisions by the Board, or of a Board-appointed committee (with authority to act), shall be final.
 - d. **Contract Fruit Vendors (Resellers)** If it is determined by the Board of Directors that the number of Contract Fruit Vendors shall change, or if a vacancy occurs, the same process as outlined in Item (c.) Shall be followed.