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**KANSAS GROWN! INC.**  
**P.O. Box 771245**  
**Wichita, KS 67277-1245**

**OPERATIONAL RULES FOR FARMER'S MARKET**

**PREAMBLE**

These operational rules for Farmers' Markets are provided for the guidance of members. These rules may be amended from time to time by a majority vote of the Board of Directors of Kansas Grown! Inc. Furthermore, these rules are subject to interpretation and implementation by the Market Manager and the Grievance Committee and each member shall be required to agree to accept the authority of the Market Manager and the Grievance Committee to make decisions on all matter involving operation of the Farmers' Markets. Any conflict between the Operational Rules set forth herein and the Articles or Bylaws of the corporation shall be resolved so that the Articles and Bylaws take precedence.

**I. OBJECTIVES**

- A. To provide a place where producers of fresh produce and homemade goods can sell directly to the consumers.
- B. To advise local consumers of availability of locally produced, high quality, fresh produce and other farm products.
- C. To encourage cooperative participation in the direct marketing of produce.
- D. To encourage increased production of quality products for local consumption.

**II. WHO MAY SELL**

- A. Only Kansas growers or producers may sell at marketing locations established by Kansas Grown! Inc. A seller or producer is any person who grows products such as: fruits, honey, vegetables, grains, nuts, berries, plants, flowers, baked goods, legally processed items and crafts (not made from kits). These growers may also sell goods produced by other Kansas growers; these goods must be delivered to the vendor by 6:30 AM. on Saturdays, 2:30 p.m. on Tuesdays or 2:30 P.M. on Wednesday.

- B. Only producer members of Kansas Grown! Inc. may sell. Membership may be attained by completing a Vendor Profile and Agreement Regarding Conditions of Membership Form subject to approval by the Membership/Grievance Committee and payment of current season dues.
- C. Probationary members may sell with the permission of the market manager. (Probationary members are those whose profile is in review)
- D. Non-members may not sell at a Kansas Grown! Inc., Market.
- E. Kansas Grown! Inc. has limited new memberships to residents of Sedgwick County and the Counties contiguous to Sedgwick County. However, those members who are residents of other Kansas Counties and who held valid memberships in the year 2002 shall not have their membership status affected by their residency.
- F. Kansas Grown! Inc is primarily a market for small growers, producers, and crafts vendors. Therefore, Kansas Grown! Inc, will no longer accept new memberships from organizations having retail locations grossing more than \$100,000.00 per year.
- G. Vendors who are reselling merchandise from other sources or from other Kansas Grown! Inc members must sell that merchandise under their Kansas Grown Inc! vendor membership. Each vender booth/stall is limited to one Kansas Grown Inc! vendor membership.

### III. WHAT MAY BE SOLD

- A. All producers are required to adhere to all local, State and Federal regulations that may be applicable to the production, processing and marketing of their respective products.
- B. Fresh agricultural produce may be sold. Produce should be mature but not overripe, void of decay, have good external and internal appearance, and must be clean and free of contamination. Quality standards will be emphasized at all Kansas Grown! Inc. markets.
- C. Fresh farm eggs may be sold as nest-run (i.e. un-graded). Such eggs must be sold only to household customers. The eggs MUST be clean and free from cracks. If containers are used for the sale of eggs, they must be either unused or the old labeling must be removed or marked out completely. When selling fertilized eggs, the consumer must be advised. While farm fresh eggs do not require immediate refrigeration, be prepared to refrigerate or otherwise keep the eggs cool (not frozen) during long hot markets. NATIONAL EGG BOARD standards state eggs should not be held above 40 degrees Fahrenheit longer than two hours.

- D. Only State inspected milk, milk products, slaughtered meats, poultry, fish, shellfish may be sold. All governmental restrictions regarding the sale of these items must be adhered to by the producer. Products grown in Kansas but processed out of state must be approved with the Membership Committee.
- E. Value-added products may be sold. These products include but not limited to, baked goods, jams, jellies, vinegar's, etc. Value added items will be defined as having two or more ingredients mixed according to the seller's formulation and at least one of those ingredients must be Kansas grown. Every food in package form must bear the necessary labeling information (common and usual name products, name and address of the manufacturer; and net contents of package). Labeling information may be obtained from the Bureau of Food and Drugs, Department of Health and Environment, Topeka, Kansas 66620. Baked goods must be packaged to protect from contamination, and kitchens are subject to health department inspections.
- F. Commercially canned products with legal labels from state approved facilities may be sold.
- G. Arts and crafts products must be made in Kansas. Items made from kits are not allowed.
- H. Restrictions on products sold may be imposed at the discretion of the sponsor site and the Market Manager, subject to the grievance procedure.

#### IV. WHAT MAY NOT BE SOLD

- A. Any product or produce originating outside of the state of Kansas. However, plant materials originating outside the State of Kansas may be sold if they are held by the seller at least six (6) weeks prior to resale availability at Kansas Grown! Inc. Market.
- B. Home canned products with the exception of jams and jellies are prohibited.
- C. Any items or products not found acceptable by the Market Manager or the Board of Directors of Kansas Grown! Inc.
- D. Any carbonated beverage or any alcoholic beverage.

#### V. HOW MAY PRODUCE BE SOLD

- A. Produce may be sold by weight, volume or count. If selling by weight, your scales are subject to an inspection by the Division of Weights and Measures, and must be tested yearly by a licensed service company. Any scale used at the market must have a sticker showing the date the scale was tested. Therefore, selling by count of volume may prove to be easier.

- B. Each member will have the privilege and responsibility to establish price on their own products. This responsibility includes setting prices at a fair retail market level, which reflects pride in your product(s).
- C. Members should provide containers (i.e. sacks) for the consumers.
- D. Each member should post a sign in a conspicuous manner in his or her stall area, identifying the business by name.
- E. All members must clearly indicate the price of all items.
- F. All members should be prepared to make change for the customer.
- G. Market vehicles must have Kansas's license plates.

#### VI. EXCHANGES AND REFUNDS

- A. Exchange of products and/or refund on products will be left to the discretion of the member.

#### VII. SANITATION AND HEALTH REQUIREMENTS

- A. Members must bring trash containers for your own trash.
- B. All produce **MUST** be stored and displayed at a "reasonable" distance above the ground (minimum of 18 inches). Melons must be sold whole (no halves or slices).
- C. No pets will be permitted within the FARMERS' MARKET except for therapy and guide dogs.
- D. Each member is responsible for maintaining their sales area in a neat and clean, sanitary condition. The Market Manager will inspect each stall area before the member leaves for the day.
- E. At the end of the day, all members should work together to police and clean the general area.
- F. The produce should be free of contamination before arriving at the Farmers' Market.
- G. Vehicles used in the transportation of produce for the Farmers' Market shall be clean with no solid waste or foreign matter on the vehicles (i.e., truck beds should be clean).
- H. No bicycles or any motorized vehicles other than those of the members and the Market Manager shall be permitted in the market sales area.

- I. Samples of watermelons or other produce may be given provided they are kept in covered containers. Hands should be kept clean. Knives, cutting boards, etc., must be immediately washed and cleaned up after each use. Individuals preparing samples must be clean, presentable, and free of any communicable diseases.
- J. Members may not use tobacco products at the market.
- K. Market members are responsible for controlling the actions of their children. No skateboarding, roller-skating, roller blades, bicycling, playing tag, or roughhousing will be allowed in the Market area. Children can, however, play in the area and sidewalks, which lay outside the market area.
- L. Shoes and shirts are required by members and workers when working within or near their stall space.

#### VIII. STALLS

- A. Stalls may be set ONLY in designated areas. This will facilitate the flow of consumer traffic.
- B. Members are responsible to set up their own stall and/or tables, although vehicle tailgates or trunks will suffice.
- C. No gas or diesel powered generators are permitted.
- D. Grilling will only be allowed during special events designated by the Board of Directors.
- E. Members who have reserved two stalls for the season will pay for both stalls anytime they attend the market. If sufficient product is not available to use both stalls the market manager, at his or her discretion, may rent the stall to another vendor. This means that if the stall is rented to another member, Kansas Grown will receive rent from two vendors for the same stall. Through the month of April, Tuesday, and Wednesday evening markets, stalls will be on a first come basis with no reserved stalls.
- F. Kansas Grown members who have shared a booth as a Ltd. Partnership or any other partnership arrangement, and who wish to split into two or more memberships
  - 1. May split their membership, but each member will then have only their portion of the attendance points which were vested in the original membership, i.e. if there were two members in the partnership, then each gets  $\frac{1}{2}$  the attendance points, if there were 3, then each retains  $\frac{1}{3}$  of the membership points.

2. All members will have to reapply for a reserved stall if they retain points enough to do so.
3. Each membership may occupy a maximum of two stalls beginning May 1, 2004

#### IX. STATE TAXATION

- A. Each seller is responsible for collecting and submitting sales tax to the State of Kansas. All members must have a sales tax ID number from the State of Kansas.

#### X. MEMBERSHIP DUES AND STALL FEES

- A. The following stall fees will be in effect for the market season:  
Members - \$ 10.00 per stall/per day.
- B. Annual membership dues (\$40.00) are due on or before the Annual Spring Membership Meeting. If not paid by the Annual Spring Membership meeting, there will be a \$40.00 late fee charge in addition to the regular \$40.00 membership dues. If membership dues not paid by the first (1<sup>st</sup>) Saturday market in April, the membership will be terminated.

#### XI. SCHEDULE

- A. The Extension Center market season begins the first Saturday in April and runs through the last Saturday in October. The Extension Center Market will be held on Saturdays from 7 A.M. to 12 P.M. Wednesday evening market at the Extension Center and Tuesday evening market at 8141 E. 21<sup>st</sup> times will be from 3 P.M. to 7 P.M. and the Derby market location at 800 N. Baltimore times will be on Saturdays from 8 A.M. to 12 P.M.; and these locations will be announced as to the opening and closing dates.
- B. If the fall hours are changed, all times concerning stall setup shall be adjusted by a like amount.
- C. Members are asked to be at the Extension Center Saturday market site by 6:30 A.M., in order to keep their reserved stall. Members at the 800 N. Baltimore site need to be there by 7:30 a.m. The market sites 8141 N. 21<sup>st</sup> on Tuesday and Extension Center on Wednesday should be at their sites by 2:30 P.M. All members should be set up and ready to sell by 7:00 A.M. at 21<sup>st</sup> & Ridge Extension Office, (3:00 P.M. Tues. and Wed. evenings). Vendors will not be allowed to enter market and setup after 7 A.M., without approval of market manager. No one will be allowed to set up prior to 2:30 P.M. at either of the afternoon markets and no sales until 3:00 P.M. at either of these markets. Vendors will not be allowed to enter after 3:00 p.m. on Tuesdays at 8141 N. 21<sup>st</sup> Green Acres location or Wednesdays 21<sup>st</sup> and Ridge Extension Office location.

- D. Assigned Stalls - reserved space allocation for stalls will occur each year. Fill-in members are on a first come first serve basis. Members will be notified as to the number of accumulated points received the previous market year to be used for selecting reserved stalls. If a vendor is assigned a reserved stall, that vendor is to use that assigned stall each week unless the Market Manager notifies the vendor of any different arrangements.
- E. Points will be given for seniority and attendance. Seniority - 3 points are given for each year of membership. Attendance - Members are given one point for each market date that they attend during the previous market year. One point (1) will be given per membership, per week, no matter which market (Extension Center Market Saturday or Wednesday, Derby Market Saturday, or Green Acres Market Tuesday) you attend. For example, you may be able to attend Tuesday and Wednesday markets of that week, but not the Saturday market. You would receive only one (1) point for that week. You may be a vender at both the Derby site and the Extension Center site on Saturday, but you will receive only one (1) point for that week.
- F. Members who accumulate 25 or more points get first chance at their same assigned stalls from the previous market year. Members who did not have assigned stalls from the previous year will be prioritized by total number of points. If there is a tie (market points plus seniority) then a lottery determines the seniority. Members who have attained 25 points and who have attended the prior year market for at least thirteen (13) weeks are eligible for a reserved stall. A total of 86 reserved stalls will be allowed.
- G. Members with reserved stalls are responsible for informing the market manager of the dates when they will not be in attendance. Members can also call the Chairman of the Board from 5 A.M. until 6:30 A.M. on the mornings of market days. Failing to inform the market manager or the chairman of an impending absence will cost the member 1 attendance point for each incident. Those telephone numbers will be included in all market newsletters.
- H. In order for attendance at the Kansas Grown! Farmers' Market to count towards a reserved stall the attendee must remain in their stall until 11:00 A.M. on market days

## XII. COMPLAINTS AND DISAGREEMENTS

- A. Any complaints of disagreements arising from a consumer and/or producer shall be immediately relayed to the Market Manager and in such detail deemed necessary by the manager. If the situation cannot be rectified on the spot, the matter shall be referred to the Kansas Grown! Inc. Membership/Grievance Committee. Results of the Membership/Grievance Committee are sent to the Board of Directors.

- B. Members who fail to observe the rules set forth in the Bylaws, as well as these Operational Rules and the Code of Conduct for members, or who circulate rumors or false reports tending to upset or destroy the operations of the market shall be subject to expulsion from all Kansas Grown! Inc. markets, and their memberships shall be cancelled.

### XIII. HARDSHIP CASES

- A. In the event a vendor experiences a hardship as the result of health/medical issues, weather events, family issues, etc., a member is required to attend the market a minimum of eight (8) times through the season and also provide a hardship application (a written statement explaining what happened, when it happened, and other related details) to the Membership Committee prior to the Fall Membership Meeting. The Membership Committee will review each hardship application case prior to the Executive Board/Membership Committee Meeting, which is generally held in January. Members who submitted hardship case applications will be notified prior to the Spring Membership Meeting of the findings and status of their membership/reserved stall status. If the hardship case application is denied, the membership/reserved stall status is terminated and a new membership application will have to be submitted to the Membership Committee.

### XIV. ENFORCEMENT OF THE RULES

- A. As is more fully described in the Code of Conduct/Grievance Issues, the Market Manager has authority to enforce all rules. Any occupants failing to comply shall have their spaces declared vacant at the discretion of the Market Manager. The member may grieve this action to the Membership/Grievance Committee in the manner described in the Code of Conduct/Grievance Issues.