

**WINONA FARMERS MARKET ASSOCIATION**  
**Vendor Information and Guidelines**  
**Saturdays May–October 7:30 am – 1:00 pm**  
**Winter Markets TBA**  
**Location: Second and Main St. Winona, MN**

*Revised  
July 2015*

The Winona Farmers Market (WFM) provides a venue for consumers to purchase high quality, fresh and locally grown products. We encourage products which promote healthy lifestyles and sustainable, local agriculture. Vendors agree to abide by the WFM Code of Ethics.

**Application and Fees**

- Those wishing to participate in the market must complete an application form and return it with the \$175 stallholder fee to the market treasurer before receiving a stall assignment. This must be done prior to, or at the time of spring meeting.
- The WFM Executive Board (officers) shall determine stall assignments with respect to seniority, product availability and uniqueness.
- The market shall not discriminate on the basis of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance.
- Temporary vendors will be allowed as space is available. Fees are \$30 per session. Daily fees accumulated to \$225 by a vendor will be considered a paid-in-full seasonal fee. Daily fees must be paid at the start of the market day and will be collected by the market coordinator or an officer of the market.

**Marketable Goods**

- All farm products must be home grown (defined as owned or managed by the producer at his/her farm for 45 days) within 50 miles of Winona.
- The following items are approved for sale:
  - Vendor grown fresh fruits, vegetables and herbs
  - Vendor grown farmstead products such as cheese, meats, fish, poultry, eggs, baked goods, canned goods, honey, maple syrup and preserves if prepared and packaged in accordance with rules established by the MN Department of Agriculture.
  - Vendor grown bedding plants, hanging and potted plants, perennials and cut flowers
  - Vendor grown dried flowers or plants
- Exceptions and additions to the above must be approved in advance by the market Executive Board.
- No resale of any produce is allowed.
- Market officers and market coordinator have the right to ask vendors to remove products.

**Product Regulations**

- All items must be prepared, displayed and stored in accordance with MN Dept of Agriculture and MN Dept of Health guidelines.
- Each grower is responsible and liable for his/her products, guaranteeing that all products are produced and sold in compliance with all relevant state and local ordinances.
- Processed food items must be sold with a valid processing license or comply with Minnesota labeling law requirements.

- Growers are to provide their own scale, but have the option to sell by weight, volume, or count. The State of Minnesota requires certified scales.
- The Market President has the right and responsibility, via farm inspection with a second witness, to ensure that produce is grown by the vendor.
- Prices must be clearly marked by vendors. Vendors are limited to renting two permanent adjacent stalls as availability dictates. Moving of product to extra or temporary stalls is discouraged.
- Vendors selling products as certified organic must have available a copy of their organic certification provided by a USDA certifying agent.

### Market Set-Up

- Set up time is 7:00 am on Saturday.
- Stallholders must be in place by 7:30 on Saturday or officers may assign stall to a temporary vendor.
- Hours for the markets are: 7:30 am- 12:00 on Saturdays.
- No one may sell before the 7:30 bell on Saturdays.
- Limited electricity is available. Vendors must contact the City of Winona to purchase electricity.
- Stalls are assigned for the season at the spring planning meeting. Vendors paying the seasonal fee in full at the spring meeting are guaranteed the same stall as the previous year, if desired.
- Growers are responsible for area clean-up.
- Petitioners for any cause are not allowed to set up in the market space or do strolling petitions during market hours. Individual vendors may have petitions within their own stall.

### Enforcement and Insurance

- *First offense*- **Verbal warning** from the market president and/or market coordinator with an immediate correction to the violation.
- *Second offense*- **Written notice** from the market president or market coordinator with verification by a second officer. The vendor will also be fined \$50.00.
- *Third offense*- **Second written notice** from the market president or market coordinator (with second officer verification). Failure to abide will then **result in loss of selling privileges for the remainder of the season.**
- Insurance coverage for the Market as a whole includes: Commercial General Liability Coverage which includes Personal injury and Advertising Injury along with Damage to Premises Rented
- All vendors should carry their own general liability and product liability insurance, as the Market does not provide this coverage.
- The Market has an Emergency Response Plan in place.

### *Guidelines Adopted Spring 2009*

### Code of Ethics

*This "Code of Ethics" represents guidelines for being a good neighbor and a good member of the Market. Please remember that although we may have different reasons for being at the Market, we all have an interest in its long-term success and in the success of the other vendors at the market.*

- **Price your product fairly** - Gross undercutting is not acceptable and hurts everybody. Pay attention to what others are charging for similar products, especially if those products are at the market in abundance. Fresh and local products have a number of advantages over their grocery

store counterparts, and should be priced accordingly.

- **Market honestly** - First, follow the rules: only sell what you produce, only sell what the market allows you to sell, and follow the limits on regulated items for marketing and display. Second, follow the law with regard to labeling your product, whether as organic, chemical-free, grass-fed, etc. Third, be honest when describing the qualities of your product.
- **Honor your products** - Everybody has a lapse in quality every now and then. How you handle customer complaints reflects on the entire market, not just you.
- **Be respectful of other vendors** - Keep disagreements with other vendors private. Don't interrupt when customers are interacting with other vendors.
- **Respect the space of other vendors and the walk-way for customers.** A single line of stall-fronts has more visual appeal than a ragged line, and hiding your neighbor behind your stall is not fair. Leave room for customers to walk down the aisle.
- **Downplaying other vendors is not acceptable.** Talk your product up instead of talking somebody else's down and let the customer choose.
- **Pay attention to your stall and personal appearance** - An orderly stall is a safe place, and the appearance of vendors and their space reflects on the market as a whole, not just on the individual.
- **Be courteous to all customers** - They are, after all, why we are here. Make an effort to greet and offer to help customers whenever possible.
- **Read and follow the market rules and abide by the by-laws** - The market rules and by-laws are the standard agreed upon by all vendors. They allow for a smooth-running market that provides a level playing field for all vendors. Take time to understand them, and then follow them.

*Code of Ethics Adopted Spring 2006*

# Winona Farmers Market Association Bylaws

## A. Members of the Winona Farmer's Market Association

An individual, family, partnership, non-profit or other entity paying annual or weekly stall fees, based on present year's participation.

## B. Who May Sell?

1. Any grower who has paid the required fees and who has raised their produce within a 50 mile radius of Winona.
2. New vendors must complete the Vendor Application and be approved by the officers of the Association. Vendors may be denied access due to space considerations, distance requirement or products not allowed for sale at this market. The Board has the authority to decide whether the market can support a vendor in any given category. Priority will be given to new vendors offering unique products. Denied vendors will be put on a waiting list for the following year, or they may apply as temporary vendors
3. Concessions may sell if the vendor purchases or barter with the market vendors to provide a majority of ingredients from the market vendors.
4. Fundraisers by community groups may take place with the following limitations:
  - a. Fundraisers will be limited to one per month, to be scheduled at the discretion of the Market Coordinator.
  - b. Fundraiser groups must operate under WFM guidelines and by-laws and Minnesota farmers market laws.
  - c. No commercial product donations may be sold.
  - d. Prices of fundraiser products should not undercut prices of market vendors.
  - e. Fundraiser group must pay temporary vendor fee.
  - f. A stall shall be reserved exclusively for fundraisers in the extension (theater parking area).
5. Franchise business applicants will not be considered for membership at the Winona Farmers Market.

## C. What May Be Sold?

1. Fruits, vegetables, nuts, herbs, flowers, bedding & house plants, eggs, honey, syrups, MN approved canned goods, jams and jellies; baked goods, meats and soap. Exceptions and additions may be admitted at the discretion of the Association.
2. No resale of any product is allowed.
3. Jams and jellies may be sold if the vendor produces the main ingredient(s), and produces the product. Ingredients must be listed on the label, and the vendor should identify which ingredients are produced by the vendor.
4. Canned goods may be sold if the vendor produces the main ingredient(s), processes the product, and meets the Minnesota State regulations for display, labeling, and production.
5. Vendors may sell baked goods only if they are selling other products that are grown or raised on their farm.

6. If the primary ingredients of the baked goods, i.e. “ingredients that make it unique” are raised by the vendor, the vendor is not required to sell other products.
7. Baked goods may be sold if they are produced by the vendor without the use of purchased pre-made doughs, batters, crusts, dry ingredient mixes, frostings, or fillings. Ingredients such as fats, oils, leavening, and salt must be added by the vendor. An ingredient list must be kept on file and made available at the market for the market manager to inspect. Receipts for ingredients must be kept on file by the producer and made available to the market manager upon request.
8. All baked goods must meet Minnesota State regulations.
9. Existing bakers holding a permanent stall previous to the application of this by-law at the Spring 2015 Vendor meeting are grandfathered in and not held to by-law 3 and 3(a).

#### **D. Rights of Stall Holders**

1. Stallholders by definition are vendors who rent a designated stall for the May-October season and pay the annual fee in advance of, or at time of the annual spring meeting of the Association. A vendor is defined as an individual (or entity) selling produce that originates with that individual’s operation. A vendor may be a stallholder OR a temporary vendor.
2. Upon payment of the seasonal fee, stalls shall be assigned according to seniority, with stallholders having the right to renew a stall used the previous year. *[all vendors equal in seniority as of Spring meeting 2011]*
3. The officers of the Association shall establish seniority with regard to stall assignments for seasonal stallholders. Senior vendors will be given priority for changing stalls when a stall opens due to attrition. If there is more than one request for a change by a senior stallholder to move to an open stall, the new holder of the stall shall be selected by lottery (random selection). First-year stallholders will not be eligible for stall change unless no requests are made by senior stallholders. They will become eligible for stall change after one complete season as a stallholder.
4. Stallholders must contact the coordinator or an officer by Thursday when they know that they will not be present to use their stall on a Saturday. An officer of the Association may assign a reserved stall to a temporary vendor if the stallholder who has reserved said stall is not at the market by 7:30 am on any given Saturday.
5. A single vendor shall be limited to renting 2 permanent adjacent stalls.

#### **E. Stalls**

1. Stall definition: A stall is defined as a space 14 feet wide which is enough for one vehicle to park perpendicular to the curb. Stall holders will leave enough space between their display and the island on Main Street for a vehicle to pass. Stall dimensions must be obeyed.
2. Stall assignments: Annual stallholders shall be assigned permanent stalls for Saturdays. Annual stallholders attending Wednesday markets shall be assigned a separate permanent stall for Wednesdays.
3. Stall fees:
  - a. Saturday-Only Vendors: \$175 per stall, one-time seasonal fee
  - b. Temporary Vendors: \$30 each Saturday, with stall assignment at the discretion of the

market officers or coordinator. Daily fees must be paid at the start of the market day and will be collected by an officer or the coordinator. Daily (temporary vendor) fees accumulated to \$225 will be considered as full payment for the season.

- c. Winter Market \$150.00 Seasonal Fee (all scheduled winter markets) or \$20 per session
  - d. The following officers of the Association are exempt from annual fees: president, vice president, secretary, treasurer and webmaster.
4. Any conflicts concerning stall boundaries shall be brought to the attention of one of the officers of the Association.
  5. Stallholders are responsible for clean-up of their stall area after every market.
  6. Stallholders will provide own tables, etc.

## **F. General Rules**

1. Market hours are 7:30 AM-12:00 PM on Saturdays.
2. Stall set up may begin no earlier than 7 a.m. on Saturdays. No one may sell before the 7:30 bell on Saturdays.
3. Vendor to vendor bartering or buying prior to the bell on Saturday market dates is acceptable.
4. Each grower is responsible for and liable for his/her own produce.
5. Growers are to provide their own scales, but have the option to sell by weight, volume, or count. The State of Minnesota requires certified scales.
6. Prices must be clearly marked by growers.
7. Failure to abide by these bylaws will result in one verbal warning followed by two written warnings. If a violator fails to abide after the second written warning, then loss of annual stall and selling privileges for the remainder of the season will occur. Members may report an alleged violation by completing a "Winona Farmers Market Rule Violation Form" available from any officer.
8. It is the duty of the officers to enforce the rules.
9. Any changes in these bylaws may be made by majority vote at any meeting provided the change has been suggested 4 weeks prior to the meeting in which the vote occurs.
10. All rules appearing in these By-Laws apply to all sessions of the Winona Farmers Market including Saturdays, Wednesdays and winter markets.
11. Petitioners for any cause are not allowed to set up in the market space or do strolling petitions during market hours. Individual vendors may have petitions within their own stall.

## **G. Meetings**

1. There shall be a spring meeting in February or March of each year with members being notified approximately three weeks in advance of the meeting.

2. There shall be a fall meeting of the Association each year, with members being notified approximately two weeks in advance of the meeting.
3. The board members of the Association will be elected by the membership at the spring meeting. The elected board members will establish the officer positions within themselves. Special elections may occur as necessary at the fall meeting. Special elections may occur as necessary at the fall meeting.
4. Special meetings of the Association may be called by the officers.

#### **H. Election of Officers**

1. Only one vote per grower, family or partnership is allowed.
2. Officers will be elected by majority vote.
3. Officers will be elected for a one year term.
4. Officers must be members of the Winona Farmers Market Association.

#### **I. Job Descriptions of Officers of the Association**

1. **President:** The president shall: a) preside at all meetings, or appoint a temporary chair to do so, b) oversee the management, organization, and execution of the business of the Association, c) appoint all temporary ad hoc committees, d) sign, along with the secretary, all notes, grants and other documents, e) be responsible for ensuring, via farm inspection when necessary and accompanied by a second witness, that produce sold by a vendor is in fact being produced by said vendor, f) supervise the work of the market coordinator.
2. **Vice President:** The vice president shall: a) perform the duties of the president in their absence or disability, b) supervise, coordinate, and report to the members of the Association all maintenance needs and the progress of projects being undertaken by the Association and c) assist the market coordinator with planning and implementation of advertising and market promotion.
3. **Secretary:** The secretary shall: a) keep a complete record of the meetings of the members and officers b) sign as secretary and with the president, all notes, grants and other documents c) serve all notices of meetings within the time prescribed by these bylaws. d) keep updated paper and electronic files of all documents essential to the smooth operation of the Association.
4. **Treasurer:** The treasurer shall: a) with the assistance of the market coordinator, receive and distribute all funds of the Association, b) keep a complete record of all financial transactions of the Association, c) submit to the members at the spring and fall meeting a complete record of the financial condition of the Association, d) maintain stall assignments and seniority list of stallholders.
5. **Webmaster:** The webmaster shall: be responsible for maintenance of the website [www.winonafarmersmarket.com](http://www.winonafarmersmarket.com). including posting of events and changes. The coordinator shall assist the webmaster.

*By-laws updated July 2015*