

**MADISON COUNTY
FARMER'S MARKET**

HANDBOOK

AMENDED JUNE 10, 2020

MADISON COUNTY FARMER'S MARKET

I. HISTORY AND LOCATION. As one of the nation's oldest markets, beginning in the early 1800's in downtown Huntsville, Alabama, the Madison County Farmer's Market (the "Market") is currently located at 1022 Cook Avenue, Huntsville, Alabama. The Market remains a vital part of the community while perpetuating historic public market activity, celebrating regional foods and supporting local agriculture by providing access to fresh farm grown fruits and vegetables. The Market has most recently been operated as a seasonal market from June through mid-November. Beginning the 2016 season, the Madison County Commission (the "Commission") also allowed for the operation of permanent shop space to compliment the daily and weekly Table rentals.

II. DEFINITIONS.

A. FACILITY. The Market consists of the following:

1. **Market Hall** – The area located within the interior portion of the Market, including inside table space.
2. **Permanent Shops** - Enclosed spaces located inside the Market Hall.
3. **Tables** – Permanent inside tables located at the Market.

The Market Hall, Permanent Shops and Tables are collectively referred to as the "Premises."

B. HANDCRAFTED.

1. An article is considered to be handcrafted when:
 - a. The shaping and forming of the article from a variety of materials, its finishing and decoration are accomplished by hand-labor and manually controlled methods are used that permit the maker to control and transform the construction, shape, design and finishing of each major part of an individual product.
 - b. The article is the original idea of a craftsman or a skillful rendering of a traditional or classic design.
 - c. Each item is hand-crafted by the craftsman.
 - d. The item displays craftsmanship, not just handiness.
 - e. Ready-made parts or materials are used only if they are subordinate to the total design and craftsmanship of the article.
2. Products not considered to be crafts include:
 - a. Mass produced or manufactured goods
 - b. Second-hand goods
 - c. Embellished items (e.g. decorated mass-produced items)

C. HOMEMADE. This label applies to goods being sold at the Market, usually baked or preserved goods made at the home of the Vendor or under the direct supervision of the Vendor. All food items in this category must meet the standards set by the Alabama Department of Public Health and the Alabama Department of Agriculture and Industry, including labeling, content and proper storage rules. Representatives of the Market reserve the right to inspect the premises where goods being sold at the Market are being prepared. The

failure of a Vendor to allow access or cooperate in the inspections will be grounds for the termination of the Vendor's business at the Market.

D. MARKET BOARD (the "Board"). A committee formed by the Commission to advise the Commission on the management and future of the Market. The Board will meet, at a minimum, once a quarter to advise the Commission on issues of the Market. The Board will review policy and recommend and comment to the Commission on policy changes and overall management of the Market. The Board will operate in accordance with the Madison County Farmer's Market Board procedures originally adopted by the Madison County Commission on July 2, 2014, as amended.

E. LOCALLY GROWN. Produce grown within Madison County, Alabama, or in a county adjoining Madison County, including Lincoln County, Tennessee, by a Grower Vendor. Vendors selling produce/products that are "Locally Grown" may, and are encouraged to, label their products as such.

F. REGULATORY DEPARTMENTS OF CONCERN AT THE MARKET.

1. Alabama Department of Public Health
2. Alabama Department of Agriculture and Industries
3. Alabama Department of Revenue
4. Madison County, Alabama Sales Tax Department

G. VENDORS. There are two categories of Vendors or proprietors permitted to sell at the Market:

1. Farmer/Grower Vendors and Homemade Food Preparer Vendors.
 - a. Farmer/Grower Vendors ("Grower Vendors") are defined as professional farmers, part-time farmers and urban/suburban/rural growers who bring agricultural produce and related products produced by them to the Market to sell.
 - b. Homemade Food Preparer Vendors ("Preparer Vendors") are defined as producers of goods such as cakes, breads, herbs, jams and jellies.

Food Vendors must follow all guidelines and meet the requirements of the Alabama Department of Public Health and the Alabama Department of Agriculture and Industries.

2. Craft Artisans ("Craft Vendors"). Craft Vendors are defined as those making handcrafted decorative and/or functional items to sell at the Market that demonstrate quality of craftsmanship. Products must be homemade and/or handcrafted by the Craft Vendor. See "Handcrafted" definition and "Operating Policies Specific to Each Vendor Group, Section B, Craft Vendors" for exact requirements.

III. MADISON COUNTY FARMER'S MARKET OPERATING HOURS.

A. The official Market Hall hours are Tuesdays from 12:00 p.m. until 6:00 p.m., Wednesdays and Thursdays from 9:00 a.m. until 3:00 p.m. and Fridays and Saturdays from 8:00 a.m. until 2:00 p.m., from the first Friday in June through the third Saturday in November.

B. All Vendors will have access to the Market Hall one hour prior to opening to unload/set up merchandise. All vendors must exit the facility no later than one hour after closing. Additional times for loading/unloading may be available upon request to the Market Manager.

C. Vendors will have sufficient quantity and variety of produce or merchandise to sell during these hours, and the produce or merchandise must be properly displayed.

- D. Vendors of all leased spaces must post and adhere to their established operating hours.
- E. The Market Manager will post hours in a prominent location at the Market.

IV. GENERAL STATEMENT OF POLICIES THAT APPLY TO ALL VENDORS.

A. This statement of policy regarding the operation of the Market rescinds all previous or conflicting rules and regulations regarding the operation of the Market. This policy is effective beginning June 10, 2020.

B. The Market is to be used primarily as a market place for farm produce, homemade food goods, handmade crafts of an artisan quality, fresh meat and Alabama products.

C. Every Vendor and all activities conducted at the Market must comply with Federal, State and local laws.

D. It is the responsibility of all Vendors at the Market to obtain and abide by all regulations of the Alabama Department of Public Health, the Alabama Department of Agriculture and Industries, the Alabama Department of Revenue and Madison County, Alabama.

E. All Vendors are required to have a grower's permit to operate.

F. Parties interested in selling at the Market must complete and submit an application for space in accordance with the "Application, Lease Agreements and Space Assignments" sections of this Handbook.

G. Making application does not guarantee space at the Market. Applications will be reviewed and spaces allocated in accordance with the "Application, Lease Agreement and Space Assignments" section of this Handbook. The Commission reserves the right to select Vendors that best support the goals of the Market, enhance the Market mix and fully complete the application process.

H. Wholesaling and reselling is strictly prohibited.

I. The Market Manager has the authority to approve or disapprove any items to be sold at the Market and reserves the right to refuse space to any Vendor selling unsuitable merchandise.

J. The Market Manager or his or her representative has the right to conduct a visit to a Vendor's workshop, farm or kitchen to ensure the integrity of products being sold at the Market. The failure of a Vendor to allow access or cooperate in the inspections will be grounds for the termination of the Vendor's business at the Market.

K. The Commission may inspect the Premises at any time. **Vendors may not change locks without approval from the Market Manager.** The Commission will not be liable for damage to or loss of any of the Vendor's property, merchandise or equipment or the property or equipment of any or its agents or employees which is brought onto the premises, regardless of how such damage or loss may occur, including any losses or damages caused by electrical or equipment failure, thefts, fire or by any other reason whatsoever. It is expressly agreed and understood that the Vendor, its agents and employees, in placing property, merchandise or equipment in and on the Premises do so at their own risk.

L. Vendors are encouraged to create displays at the Market that are attractive. However, the Market Manager must first review and give written permission for modification of the Premises, including posted or hanging materials.

M. All Vendors will be held responsible for the actions of their employees, agents and persons working with the Vendor.

N. Smoking is allowed only in designated areas.

O. Animals are not permitted at any time at the Market, including the Market Hall and Market Plaza, except for service animals.

P. Each Vendor is responsible for the cleaning and maintenance of his or her space, including the collection, removal and proper disposal of all refuse, grease and trash generated from his or her space.

Q. No hazardous materials, substances, equipment or objects will be brought onto the Market premises that will endanger or create a safety hazard to life, limb or property. Items for sale must meet all applicable safety standards.

R. Vendors are responsible for safeguarding their products, supplies and money. Such items should not be stored in the Market during non-business days. The Commission is not responsible for loss or theft.

S. The Market office, telephones, copier and computers are for Commission staff use only.

T. Fees and rents are collected as follows:

1. All Weekly Table Vendors will pay weekly rental to the Market Manager by Saturday for the following week.

2. Daily Vendors must pay the daily rental to the Market Manager prior to setting-up in a designated Table space.

3. No refunds will be given.

U. The following policies serve to guide the maintenance and modification of spaces at the Market:

1. All changes and alterations to Tables must be approved, in writing, by the Market Manager in advance of construction.

2. All structural changes become the property of the Commission upon termination of the lease.

3. Vendors may not use nails or other set-up materials which permanently damage Tables or create a safety hazard.

V. All sales must be made from the Vendor's Table or space. No sales will be permitted in the loading zone, common areas or aisles except under certain circumstances which must be approved in writing by the Market Manager.

W. Failure to meet the terms of the lease or rental agreement, to comply with approved Market policies, or to make payment of fees on time will be considered as just cause to immediately cancel any lease without prior notification.

X. When a space is vacated, for whatever reason, all items belonging to the Vendor must be removed from the space on or before the last day of the lease or rental agreement period. Any remaining items become the property of the Commission and may be disposed of at the Commission's discretion.

Y. When a space is vacated, for whatever reason, the Vendor must leave the space in the same or better condition than he/she found it.

V. APPLICATION, RENTAL & LEASE AGREEMENTS; SPACE ASSIGNMENTS. The Market is owned by the Commission. The primary objective of the desired Market mix is to provide access to locally grown produce and agricultural products and homemade and locally produced food products. The Market also has a limited capacity to offer products produced from craft artisans.

A. A Vendor must make application, obtain written permission from the Market Manager in the form of a completed and signed Rental Agreement and pay all applicable rent before occupying any Table or space and selling at the Market.

A farmer or producer must physically complete the application at the Market. A representative or employee of a farmer/producer cannot complete an application on behalf of the farmer/producer.

B. Applications to vend at the Market will only be considered and approved if the applicant is in good standing with the Commission.

C. The following priorities will be considered in making decisions on renting Tables and spaces:

1. Food Vendors will be given priority for interior and exterior Table spaces.
2. Craft Vendors agreeing to establish and adhere to operating hours of three days will be given priority over those operating less days.

D. Procedures for applying for a space at the Market are as follows:

1. Interior Tables.
 - a. Applications are accepted at the Market office on an ongoing basis.
 - b. Food Vendors should utilize Attachment 1 to submit an application. Craft Vendors should utilize Attachment 2 to submit an application.
 - c. Application does not guarantee a space.

E. All perspective Craft Vendors wishing to sell handcrafted items at the Market including, but not limited to, textile, jewelry, art, pottery or photography must, before offering goods for sale:

1. File an Application with the Market Manager.
2. Submit with the Application a sampling or photograph(s) of the items that will be sold at the Market.
3. Obtain certification from the Market Manager that the items for sale have been created by the Craft Vendor and that the Craft Vendor has read, and agrees to comply with, the guidelines for craft items. Certification of a craft does not guarantee an immediate space for selling, but will expedite the renting of a space as it may become available.
4. Receive and sign a Rental Agreement.

F. Vendors who desire to use Table space for one day must complete an application form, sign a Table Vendor Rental Agreement and be approved by the Market Manager. Space for day vendors is not guaranteed.

G. Thirty minutes on any day that the Market is open, any unoccupied Vendor Tables may be reassigned for that day to another approved Vendor by the Market Manager and will be subject to the same policies for regular Vendors and goods sold at the Market. “No Shows” will be assessed the normal Table rental rate.

H. Vendors who lease on a weekly basis will have the first option to renew his/her lease of a specific Table, but the Market does not guarantee a Vendor any given space.

I. Failure to meet the terms of a Lease or Rental Agreement, to comply with approved Market policies or to make payment of fees on time will be considered as just cause to immediately cancel any Lease or Rental Agreement without prior notification.

J. If a current Vendor is interested in a different or additional Table, he or she must make application following the procedures stated in this Handbook. Application does not guarantee space. Allowing Vendors to occupy multiple spaces is the exception and is not considered to be in the best interest of the Market.

K. The Market Manager will determine assignment of all Market Tables or spaces. The Market Manager reserves the right to change space assignments, at any time, as deemed necessary for the general benefit of the Market.

L. Vendors may form partnerships and cooperatives to lease space, but all Vendors in the partnership or cooperative must be under written agreement with each other and under an agreement with the Commission.

VI. OPERATING POLICIES SPECIFIC TO EACH VENDOR GROUP

A. FOOD VENDORS. These policies are intended to:

- Encourage the sale of “Locally Grown” produce and products.
- Establish labeling and signage standards that clearly communicate to the consumer the source of the produce and products.
- Provide advertising tools to Vendors to market “Locally Grown” produce and products.

1. Selling space (Tables) at the Market assigned for agriculture products on Market days will be strictly limited to Grower Vendors.

2. Farm produce or products being sold at the Market that are grown and/or produced in Madison County, Alabama, or any adjoining county, including Lincoln County, Tennessee, may be marked as “Locally Grown.”

3. Pre-printed “Locally Grown” signs will be made available by the Market Manager to Vendors who meet the requirements stated above. The Market Manager reserves the right to verify by a farm visit that the information being posted by a Vendor is correct.

4. One hundred percent of goods sold by Grower Vendors and Preparer Vendors must be homemade or produced by the Grower Vendor or Preparer Vendor or under his or her direct supervision.

5. Growers Vendors’ products will include, but not be limited to, vegetables, fruits, seasonal plants/flowers, meats, poultry, seafood and dairy products (milk, eggs, cheese, cream, etc.). Preparer Vendors may sell items that are produced as by-products of local farms such as honey, nuts, jams, jellies, pickles,

etc. and baked goods, subject to passing standards of health and safety requirements. The food items offered must be produced, grown, gathered and processed by the Grower Vendor and Preparer Vendor or under his or her direct supervision.

6. Knowledge of and compliance with all regulations are the responsibility of the Vendor.

7. All produce or goods sold at the Market must be of good quality, free of disease and presented in such a way that does not hide products of lesser quality, such as layering of best quality produce on top of lower quality produce.

8. All scales for weighing items sold at the Market must meet all requirements of the Alabama Department of Agriculture and Industries, Division of Weights and Measures.

B. CRAFT VENDORS.

1. Craft Vendors may sell only handcrafted decorative and/or functional items that demonstrate quality of craftsmanship and are approved by the Market Manager.

2. Craft items must be homemade by the Craft Vendor or under the direct supervision of him or her. To be considered as a Craft Vendor, Vendors must produce articles that follow the following guidelines:

a. The shaping and forming of the article from a variety of materials, its finishing and decoration are accomplished by hand-labor and manually controlled methods are used that permit the maker to control and transform the construction, shape, design and finishing of each major part of an individual product.

b. The article is the original idea of a craftsman or a skillful rendering of a traditional or classic design.

c. Each item is hand-crafted by the craftsman.

d. The item displays craftsmanship, not just handiness.

e. Ready-made parts or materials are used only if they are subordinate to the total design and craftsmanship of the article.

3. Products not considered crafts include:

a. Mass produced or manufactured goods.

b. Second-hand goods.

c. Embellished items (e.g. decorated mass-produced items).

4. The evaluation process for Craft Vendors is as follows:

a. At the time of application, the applicant must submit to the Market Manager a sampling or photograph(s) of the items that will be sold at the Market.

b. The Market Manager will review all applications and certify the Craft Vendor to sell at the Market. Certification of a craft does not guarantee an immediate space for selling, but will expedite the renting of a space as it may become available.

c. The Market Manager may elect to interview the Craft Vendor as part of the evaluation process.

5. Craft Vendors may use commercial items to enhance the product, but 75% of the selling cost of any item must be a result of handcrafting. For example, a photographer or artist may sell the frame that surrounds the photo or artwork that he/she created and is selling, but they may not sell commercially made frames as stock items. As a second example, a Craft Vendor may not sell gift baskets made from commercially produced baskets and commercially produced gift items.

VII. VIOLATIONS/COMPLAINTS

A. VENDOR VIOLATIONS. The Market facility is owned and operated solely by the Commission. The Market Manager has authority on matters that apply to the day to day operation of the Market, including violations by vendors and the dispensation of those violations. The Market Manager and his or her appointed representative have the responsibility to manage the Market. The Market Manager reports to the Madison County Administrator (the "County Administrator").

1. If the Market Manager finds that a Vendor is in violation of a Market policy, he or she will discuss the violation with the Vendor verbally, ask for specific corrective action and keep a written record of the verbal notice, date and details.

2. If the violation is not corrected, the Vendor will be:

a. Notified again, in writing, of the violation ("Written Notification"), which Written Notification will contain the following:

i. Action required to correct the violation;

ii. The expected date by which corrective action must be taken;

iii. The resulting action that will be taken by the Market Manager if the corrective action is not completed by the expected date.

b. A copy of the Written Notification will be put on file in the Market office.

c. A copy of the Written Notification will be sent to the County Administrator.

d. Another meeting will be held by the Market Manager with the Vendor to discuss the problem.

3. Class I Violations Include:

a. Bringing pets into the Market.

b. Using profanity in the Market.

c. Circulating false reports or stories to damage or deter the transaction of business of other Vendors at the Market.

d. Calling customers to a Vendor's table from another Vendor's table or aisle.

- e. Failure to display produce attractively.
- f. Failure to follow procedures of complaint process.
- g. Failure to clean Table space at the close of the day.
- h. Placing produce in the aisles.
- i. Smoking outside the designated areas.

4. Class II Violations Include:

- a. Placing discarded produce in garbage cans. All discarded produce must be placed in the dumpster. The garbage cans are for trash only.
- b. Defacing or damaging the Premises.
- c. Use of language that harasses or insults others.
- d. Refusing to allow the Market Manager inspection access to the location where the produce is grown or giving a false location.

5. Class III Violations Include:

- a. Buying and selling produce at the Market that is not grown by Vendor and is not labelled correctly.
- b. Gambling, weapons or alcoholic beverages at the Market.
- c. Selling or accepting delivery of produce or any other goods from or by illegal aliens.

6. Suspensions:

- a. Up to a 30-day suspension may be invoked for three Class I violations during a Season.
- b. Up to a 60-day suspension may be invoked for any Class II violation during a Season.
- c. Suspension for an entire Season may be invoked for any Class III violation during a Season.
- d. Each violation will be documented and signed by the Market Manager and Vendor. A copy will be provided to the Vendor. The Market Manager will inform the Vendor in writing of a suspension via the United States Postal Service.

7. The violation will be documented and signed by the Market Manager, the County Administrator and the Vendor. The Market Manager may expel Vendor for such a period of time deemed necessary, but not to exceed one year. If the Vendor has been previously expelled from the Market, the Market Manager may expel the Vendor for more than one year. A Vendor so removed from the Premises by the Market Manager may appeal in writing to the Board. Such appeal will be heard by the Board within five days from the date the appeal is received.

B. PROCESS FOR COMPLAINTS.

1. Any complaints concerning the Market and/or conflict with or allegation of violations of Market Policies must be brought in writing to the Market Manager.

2. In order for a complaint, notice of conflict or alleged violation to be considered, it must be written in a business-like manner and must include:

a. Full name, address and telephone number of complainant and relationship to the Market (Vendor, customer, former Vendor, etc.)

b. Name of the Vendor about which the complaint is being lodged, if applicable.

c. Name of the appropriate Market policy by page and section that applies.

d. Written complaints, unless of a criminal nature, may be disclosed under the Alabama Open Records Act.

3. The Market Manager will investigate and discuss the written complaint, notice of conflict or alleged violation with complainant(s) and/or applicable Vendor(s) within 10 working days of receipt of the complaint.

4. A written response, with appropriate copies to the County Administrator, will be made to the complainants by the Market Manager within 10 additional working days of discussion with the complainant.

5. If the Market Manager has agreed that a complaint about a Vendor is valid and a violation has occurred, the violation will be treated in the same manner as described above in "VENDOR VIOLATIONS."

VIII. FEES. Rent and fees are as shown in the chart below. All fees and rental rates are reviewed on an annual basis, and the Commission reserves the right to change rent and fees at the Market.

	Daily		Weekly	
	½ Table	Full Table	½ Table	Full Table
Madison County Vendors	\$5.00	\$10.00	\$15.00	\$30.00
Out-of-County Vendors	\$8.00	\$15.00	\$24.00	\$45.00

ATTACHMENT 1

**MADISON COUNTY FARMER'S MARKET
APPLICATION FOR TABLE RENTAL TO SELL PRODUCE, FARM PRODUCTS
OR HOMEMADE FOOD GOODS**

I hereby apply to sell at the Madison County Farmer's Market (the "Market").

Primary Seller: _____

Other People Authorized to Sell Your Produce, Farm Products, Homemade Food Goods at Your Table: _____

Business Name (if applicable): _____

Mailing Address: _____

Phone #: (Home) _____; (Work) _____; (Cell) _____

E-Mail Address: _____

Attach copy of Grower's Permit

1. Check the appropriate category:

- | | |
|--|--|
| <input type="checkbox"/> Locally Grown Produce | <input type="checkbox"/> Flowers/Plants |
| <input type="checkbox"/> Home-Baked Goods | <input type="checkbox"/> Home-Produced Goods |

2. Give a detailed description of the product(s) you propose to sell, price list (attach a copy), your target market and how your business will complement the Madison County Farmer's Market mix:

3. Check the locations at which you currently sell and provide details:

On Farm/At Home/Farm Stand - _____

 Other Public Markets - _____

 Retail Outlets - _____

 Fairs, Festivals - _____

4. If your product requires any special use of a Table or additional needs to house your products, please describe: _____

5. Have you previously been granted a permit to sell at the Market? _____. If yes, give approximate date: _____

I have read and agree to abide by all policies of the Market as stated in the Market Handbook and will ensure those I employ (if any) have read and understand the Market Handbook. I certify that all of the information contained in this Application is true and correct and that supplying false or misleading information is grounds for the termination of the Applicant's lease.

Applicant Name (please print legibly): _____

Applicant Signature: _____

Date of Application: _____

Market Manager Signature: _____

Date Received by Market Manager: _____

ATTACHMENT 2

**MADISON COUNTY FARMER'S MARKET
APPLICATION FOR TABLE RENTAL TO SELL ARTISAN CRAFTS**

I hereby apply to sell at the Madison County Farmer's Market (the "Market").

Primary Seller: _____

Other People Authorized to Sell Your Artisan Craft(s): _____

Business Name (if applicable): _____

Mailing Address: _____

Phone #: (Home) _____; (Work) _____; (Cell) _____

E-Mail Address: _____

Business License #: _____ State Tax #: _____

1. Give a brief description of the product(s) you propose to sell: _____

2. Check the locations at which you currently sell and provide details:

() Other Public Markets - _____

() Retail Outlets, including Galleries - _____

() Internet - _____

() Fairs, Festivals - _____

() On Farm/At Home - _____

() Other - _____

3. If your product requires any special use of a Table or additional needs to house your products, please describe: _____

4. Have you previously been granted a permit to sell at the Market? _____. If yes, give approximate date: _____

5. Have photos of products been provided to the Market Manager? ___yes ___no

I understand that all Craft Vendor Applications are reviewed by the Market Manager and that the Market Manager must certify the Craft Vendor prior to the Craft Vendor being considered for a space at the Market. I certify that the crafts submitted for evaluation have been created by the Applicant.

I have read and agree to abide by all policies of the Market as stated in the Market Handbook and will ensure those I employ (if any) have read and understand the Market Handbook. I certify that all of the information contained in this Application is true and correct and that supplying false or misleading information is grounds for the termination of the Applicant's lease.

Applicant Name (please print legibly): _____

Applicant Signature: _____

Date of Application: _____

Market Manager Signature: _____

Date Received by Market Manager: _____