

Rule Book
Dane County Farmers' Market
Madison, Wisconsin
(issued March 2008)

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1.0 INTRODUCTION

1.1 Welcome

The Dane County Farmers' Market (DCFM), operating continuously since 1972, is an outlet for Wisconsin-produced homegrown fruits, vegetables, meats, cheese, eggs, bakery products, cider, maple syrup, honey, sorghum, fresh and dried flowers, herbs, houseplants, jams and jellies, pickles and other prepared food products.

The Market is intended to give growers and producers of goods and consumers an opportunity to deal directly with each other, rather than through third parties.

The Market provides an outlet for the growers or producers of very small quantities of eligible products as well as for larger concerns.

The Market is also intended to enhance the Capitol-Concourse area of the City of Madison.

Thank you for making the Dane County Farmers' Market a success! As a seller or a shopper, we welcome your participation in the Market and hope to see you there often.

1.2 Rules Booklet and Annual Supplement

This Rules Booklet contains rules updates and changes since the previous Rules Booklet. Rule changes and updates are published in the DCFM newsletter as they are enacted. The Rules Booklet has also been reformatted to make it easier to use.

The Rules Booklet provides the foundational rules and vending information for the organization. Changes to the Rules Booklet will likely change infrequently.

The Annual Supplement provides information about changes that occur more frequently such as contact information for board members and resource people; important market dates; and rule or policy changes, as needed. The Annual Supplement will be issued each year.

All rules are determined by the DCFM Board of Directors who are elected by DCFM members. DCFM members are welcome to attend all DCFM board meetings. Any questions, comments, or concerns may be directed to the Board Members and/or the Market Manager. Contact information for the DCFM board members is included in the Annual Supplement and in each DCFM newsletter.

1.3 Founding Goals

The Dane County Farmers' Market, Inc. is an organization founded to pursue the following goals:

To give growers and producers of Wisconsin agricultural commodities and other farm-related products alternative marketing opportunities;

To promote the sale of Wisconsin-grown farm products;

To improve the variety, freshness, taste and nutritional value of produce available in the Madison area;

To provide an opportunity for farmers and people from urban communities to deal directly with each other rather than through third parties and to thereby get to know and learn from one another;

To provide an educational forum for consumers to learn the uses and benefits of quality, locally grown or prepared food products;

To provide educational opportunities for producers to test and refine their products and marketing skills;

To enhance the quality of life in the Greater Madison Area by providing a community activity which fosters social gathering and interaction; and

To preserve Wisconsin's unique agricultural heritage and the historical role which farmers' markets have played in it.

Remember, Members may sell only products they themselves helped to produce.

2.0 MEMBERSHIP REQUIREMENTS

2.1 Membership Duties and Privileges

2.1.1 Eligibility

Any individual whose goods are in compliance with Market rules and guidelines who wishes to participate in the Market is eligible to become a Member of and vendor at the Market. However, any applicant for renewal whose vending privileges at the Market were previously prematurely terminated by the Market may not be eligible to resume membership in the Market.

2.1.2 How to Become a Member

To become a Member a person must submit a completed "Application for Membership" form with copies of all current, applicable licenses and permits. It will be the applicant's responsibility to find out which licenses and permits are required to meet state and local laws. New vendors who have questions about licensing should call the Market Manager before arriving to sell at the Market. An individual will not be allowed to participate in the Market before submitting a completed application to the Market Manager.

All information submitted on an Application for Membership must be truthful and accurate as of April 1 of the membership year. If there is a change in the persons who share in the Membership or if other important changes to the Member occur during the membership year, the Member is expected to provide updated information to the Market Manager during the membership year.

The application for membership and the \$50.00 membership fee must be mailed (postmarked) by March 15th. Late submittal will result in termination of membership. For those members who successfully appeal the termination of membership the following penalties will be given: a \$100.00 late fee; the loss of fifty seniority places; and the loss of a season stall, if applicable, for one year.

Season stall contracts must be mailed (postmarked) by March 15th to avoid loss of the season stall. Late contracts will be accepted but will be assessed a \$50.00 late fee.

2.1.3 Membership Fee: \$50.00.

Each year applicants must submit both a completed application form and the membership fee for that membership year. The "Application For Membership" will be mailed to all Members in good standing as of the end of the previous year; new applicants may request these materials by calling the Market Manager and applying in writing. The membership year runs from April 1 to March 31. **The application for membership and the \$50.00 membership fee must be mailed (postmarked) by March 15th.**

2.1.4 Membership

One membership is issued to an individual or to a group of individuals. To be eligible to share in a membership, each individual must:

1. Be listed by name, address and Federal ID# if applicable on only one application; and
2. Have substantial participation in the actual production of the membership's product(s) at a shared location(s) which is (are) described on the application; and
3. Have at least a 20% ownership interest in the entire enterprise. The business form and percentage of ownership of all named co-Members shall be described on the application.

If you share a DCFM membership a written agreement must be submitted (signed and dated by all partners) with the following required elements:

- (a) Describe the contributions (money, labor, skills, equipment, etc.) to the enterprises activities made by each owner.
- (b) Describe how profits and losses are distributed among owners.
- (c) Describe how decision-making authority is shared.
- (d) Describe the tax reporting method for each enterprise.

All partners of a membership shall share the one membership. No individual may have a financial interest in more than one membership. A Member who violates this rule will be terminated upon discovery of the violation. Marketing cooperatives where Members produce products separately and merely market them together are not allowed. Persons who desire to sell product produced by a franchise are not eligible for membership. For purposes of this section "franchise" means a business or operation, which pays compensation for use of another party's system or name for marketing goods or services.

Membership privileges include the right to sell at the Market, seniority, the right to vote, meeting participation, the opportunity to hold office, season stall eligibility, and access to records.

2.1.5 Operating from More than One Stand

Due to limited space and the Market's desire to provide selling opportunities to as many Members as possible, no Member may be involved in the operation of more than one stall at any one Market. Members who operate more than one stall at any one Market shall be immediately expelled from the Market, with the loss of all membership rights and privileges.

2.2 Additional Membership Conditions

2.2.1 Seniority

Each year each Member's seniority will be determined at the time their application is accepted. Seniority is determined based on the number of consecutive years immediately preceding the current application that the applicant was a Member in good standing.

Seniority is based on years of continuous membership in the Market. A Member is added to the seniority list automatically in the year he/she first becomes a Market Member and continues advancing on the list each continuous year of membership. To be a Member in good standing and to continue to accrue seniority, a Member must not only fill out the forms but also must actually come to the Market and vend.

If membership is terminated due to rule violations, any subsequent application by that former Member must be approved by a two-thirds vote of the Market's Board of Directors. If approval is denied, applicant may not reapply for a period of two years following the denial. Termination of membership due to rule violation(s) will result in seniority on a subsequent application as if a first-time Member.

2.2.2 Blackout Period for New Members

In 1994, Member demand for vending space during the peak growing season far exceeded the stalls available. To maximize vending opportunities for the majority of the Members, the Board has declared that vending by New Members be restricted during this time period. This restriction only applies to the Saturday Summer Market. This "blackout" period does not apply to the Summer Wednesday Market or to the Winter Market.

First-year vendors who join the DCFM as Active Members will not be eligible to vend on Saturdays from approximately early July through late September. The board will make a decision each year about specific "blackout" dates for first-year vendors.

2.3 Maintaining Membership and Participation Rights

Members who vend at any Market must have available for inspection at each Market by the Market Manager or the public any licenses or permits required for any product(s) they sell. This is in addition to providing copies of licenses and permits with their annual application.

A Member must be 16 years of age, or, if a Member is made up of partners, a partner at least 16 years of age must be present at each Market in order for the Member to exercise its rights to vend at a Market. If a 16-year old or older Member/co-Member is not present, the would-be vendors will not be allowed to set up and if already set up, they will have to pack up and leave the Market immediately.

The board of directors in its discretion may waive the minimum age of the "Member present" requirement upon written request if the board is satisfied that the younger Member/co-Member is capable of responding to all requests for information by the Market Manager or Market customers, capable of handling any problems that are likely to arise, and that such waiver will not place other Members or the Market's customers at undue risk.

A Member must actually vend in Markets during the regular season in order to be considered a Member for that year; in other words, it is not enough to fill out an application; you must actually vend. Membership can be maintained in the Market when a Member does not vend at least once if: (1) the vendor makes a request in writing; (2) the request is timely; and (3) the reason for the waiver is verifiable.

Remember, Members may sell only products they themselves helped to produce.

2.4 Rules for All Vendors

2.4.1 Producer Only - Members may sell only those products they themselves helped to produce. The sale of any goods not grown or produced by the seller, the reselling of goods, or the sale of goods that have been traded or bartered for is not permitted. All sellers must abide by and all products must comply with all applicable federal, state, and local regulations.

2.4.2 Prohibited Items - The sale of hobbyware, art objects, all types of crafts, clothing, and animals is prohibited. The Market Manager is empowered to interpret the existing Market rules and to approve or disapprove products of craft-like nature.

2.4.3 Brand Names - Products, which are processed and sold under a brand name other than the vendor's own, are not allowed.

2.4.4 Pets: Sellers must not bring pets into the Market for health and safety reasons. The sale or giving away of animals on the Capitol grounds is prohibited.

2.4.5 Documentation - Documentation of a product's legitimacy must be submitted upon request.

2.4.6 Insurance - Sellers are responsible for their own personal liability and product liability insurance. The Market encourages vendors to obtain personal liability insurance and to notify the Market of the carrier.

2.4.7 Past Debts: Outstanding debts must be paid by December 31st to remain in good membership standing. Failure to do so will cause loss of all membership and seniority rights and privileges.

2.4.8 Noise - Fumes: No loud or disturbing noises shall be made or action taken on the grounds which will interfere with the rights, comfort or convenience of other vendors or the public. No vendor shall play, or allow to be played any radio or other sound instrument at a sound level, which may annoy or disturb other vendors. The running of any gasoline or diesel motors or engines, including all vehicles, is not permitted. No fires, charcoal grills, or propane heaters are permitted.

2.4.9 Penalties for Violation of Parking Regulations: Market vendors may not park on the Capitol Concourse in any other area that is not assigned as parking stalls. Vendors who violate any of the parking regulations for either the Saturday or Wednesday Markets shall be subject to the penalties specified for violation of Market rules in addition to tickets or other remedies the civil authorities may take.

3.0 PRODUCT REQUIREMENTS

3.1 Product Categories – Exempt vs Non –exempt

The DCFM is a producer-only market, with few exceptions. All members are equal, but members' products may be identified in two different categories.

- A. Most members produce all or most of the product(s) sold at the Market and meet the “producer-only” rule. These members are taking a risk to produce their product.
- B. Products from some vendors are exempt from the “producer-only” rule. Allowable exempt products are limited and have additional stringent requirements because of the different type of production risk.

Specific product requirements are found in Sections 3.4 and 3.5 of this Rule Book. A summary of Approved Products is provided in a separate Reference Manual (to be issued Spring 2008).

3.2 Inspections

Representatives of the Market shall have the right to conduct an inspection of the production areas of those products sold by a vendor at the Market. No notification is necessary prior to inspection. An inspection may include ownership information and any other information relevant to determining product legitimacy. Failure to allow such an inspection will constitute a violation of Market rules and the procedures outlined under "Enforcement of Market Policies and Rules" will be followed.

Signature(s) of landowner(s) are required to allow DCFM inspection of production facilities. Permission can be documented by (a) submitting a written agreement with the landowner, specifying access for inspection or (b) the signature of the landowner(s) on the annual Membership Application.

3.3 Rules for All Products

3.3.1 Licenses and Permits - It is the responsibility of the vendor to obtain and provide to the Market Manager copies of all licenses and permits required for the sale of vendor's products at the Market along with their "Application For Membership."

3.3.2 Weights and Measures: All produce to be sold in the Market will be sold by legal weights and measures. Vendors are responsible for having their scales certified for compliance annually. The use of a non-certifiable scale at the Market is a procedural violation.

3.3.3 Samples: All samples offered by vendors must meet the following criteria:

- (a) Samples must be stored in rigid, covered containers until serving.
- (b) All samples must be pre-cut away from the sales unit.
- (c) All samples of processed foods must be prepared in a licensed kitchen facility.
- (d) Samples should be of adequate size and proportionally spaced to minimize customer handling.
- (e) All samples must be held and dispensed under clean and sanitary conditions. (i.e. toothpicks provided for sampling).
- (f) All vendors giving free samples MUST provide a waste container in a prominent place and labeled for use by the public.

3.3.4 Product Temperature - The vendor is responsible for monitoring and maintaining proper temperatures in accordance with health codes. Vendors who sell foods that must be kept refrigerated or frozen must have an accurate thermometer at the Market.

3.3.5 Product Display - Displaying products which cannot be sold at the Market in the displayed form is acceptable, but the display items must be clearly marked not for sale. Displays must incorporate only products which can be sold at the Market on that day. Advertising items not related to legitimate Market products is not allowed at the Market. Cross-promotion among Market Members is allowed. Monetary transactions among vendors for cross promotion are prohibited.

3.3.6 Potentially Hazardous Foods - Potentially hazardous foods are so defined by the Department of Health. "Potentially hazardous food means any food which consists wholly or in part of milk, milk products, eggs, meat, poultry, fish, shellfish, edible crustacean or other ingredients, and which is capable of supporting rapid and progressive growth of pathogenic, infectious or toxicogenic microorganisms.

It is the responsibility of the vendor to abide by the Department of Health guidelines concerning the vending of such products. If any vendor is deemed to be in violation of health codes pertaining to such products, the following measures will be taken by the Market Manager: (1) The vendor of such a product will be immediately removed from the Market for that day. (2) Three points will be assessed against the vendor for offering for sale a hazardous food. (3) The three points will remain on the vendor's record for three years. (4) The proper regulatory agency will be notified as soon as possible.

3.3.7 Labeling: All vendors using the term organic or other USDA-defined terms must follow the appropriate federal regulations.

3.4 Rules for Specific Products

3.4.1 Raw Fruits and Vegetables:

(1) Must be grown from cuttings grown by the vendor or from seeds or transplants, and the final product may not be purchased or bartered for. The Market Member must have tended perennial crops from leased or rented land for one growing season prior to the sale of the product.

(2) Must not be processed or adulterated. Vendors may sell a mixed bag of produce or vegetables but may not process, including chopping or shredding, the fruits or vegetables without a processing license and approved processing procedures.

3.4.2 Nuts and Grains:

(1) If cultivated, must be grown from trees, seeds, transplants or cuttings taken by the vendor and cannot be purchased or bartered for.

(2) If gathered wild, must conform to rules in Section 3.4.13.

3.4.3 Plants

3.4.3.1 Production

The intent of the production rule is to maintain the spirit of our producer-only/hands-on market.

The use of “holding times” for purchased plants is intended to represent an element of risk (since someone else performed the critical initial step) and to meet the spirit of active participation in the production of the plant (e.g.: transplanting vs. merely watering a prepared container). Holding time means time of possession (not from order date or shipping date).

1. Plants Grown by the Vendor

There is no minimum holding period for plants grown by the vendor from seeds or their own cuttings or divisions.

2. Purchased Plants that will be transplanted to a larger size container

(a) Cuttings, rooted cuttings, small plugs, or small containers – 30 days

(A small plug means more than or equal to 50 plugs in a standard size tray which measures 10.5 inches wide, 21 inches long, and no more than 4 inches deep. A small container means an individual plant in a container that measures no more than 2 inches across the top and no more than 4 inches deep.)

(b) Herbaceous bare roots, herbaceous divisions, large plugs, or large containers – 45 days

(A large plug means less than 50 plants in a standard size tray that measures 10.5 inches wide, 21 inches long, and no more than 4 inches deep. A large container means an individual plant in a container that measures 2-1/2 inches or more across the top and/or more than 4 inches deep.)

3. Purchased Plants that will NOT be transplanted to a larger size container – 60 days
This category includes purchased woody bare roots, woody divisions, and pre-planted containers such as baskets and bags.

3.4.3.2 Containers and Labels

The intent of the container and label rule is to focus on the grower's product, rather than on the container or promotion of a non-vendor's brand.

1. Containers in which the plant will be sold must be utilitarian and not decorative. (Decorative containers are allowed for display purposes, only.) If you are unsure, contact the Market Manager ahead of time.

Examples of acceptable containers:

- A plastic container that has ribbing or rolled edges for structural integrity.
- A simple geometric shape – square, rectangular, round, oblong, etc.

Examples of unacceptable containers:

- Glazed clay pots
- Patterns on the container that are not required for structural integrity.
- Sculptured containers or works of art.
- Branded pots

2. Purchased patented plant materials may be sold, but may carry no identification of the licensed patent holder or propagator other than that required by law.

3.4.3.3 Regulatory Requirements

A Nursery License is required to sell woody stock and perennial plants in Wisconsin.

3.4.4 Flowers and Ornamentals:

- (1) Must be grown or gathered (see Section 3.4.13) by the vendor.
- (2) Must not be treated with any substance other than a clear lacquer spray. Dyes and paints are prohibited.
- (3) The value of the arrangements may not be increased by the use of decorative fasteners, hangers, bows, ribbons, or containers.
- (4) Decorated circular wreaths that use mixed elements will be allowed. The support frame and all elements must be grown, formed and decorated by the vendor.
- (5) Braids must be linear and edible. Vendors are allowed to include in the braid more than one material, as long as all of the materials are edible.
- (6) Swags (upside-down bouquets) must follow the same rules as those applying to arrangements. Bales, shocks and bundles may be sold under the same rules applying to arrangements.
- (7) The use of glue is prohibited
- (8) Potpourris must be 100% of the vendor's production, including the oil and fixative.

3.4.5 Eggs: (1) Must be produced by hens which have been raised by the vendor for 75% of their production weight.

3.4.6 Honey: (If wild gathered, refer to Section 3.4.13)

- (1) Must be produced by bees kept by the vendor in the State of Wisconsin.
- (2) Must not be adulterated.
- (3) Raw beeswax must not be adulterated with dyes, fragrances, etc.
- (4) Raw beeswax may be formed into blocks, tapers, votive, or cylindrical-type candles only. Specialized molds, forms, honeycomb tapers, or otherwise decorative candles are strictly prohibited.
- (5) Vendor/honey producer must manufacture the candles him/herself.

3.4.7 Maple Syrup: Must be produced by the vendor from sap that he/she collects.

3.4.8 Sorghum: May sell no more of the final product than can be processed from the amount of raw materials that the vendor grows and delivers to the processing plant.

3.4.9 Juices:

- (1) Must be grown and processed by the vendor; OR
- (2) The vendor may sell no more juice than could be produced by the amount of fruit vendor has grown and delivered to the processing plant. All juices processed by others must be processed in a licensed plant.

3.4.10 Meat, Fish, Poultry:

- (1) All stock held for sale shall have been raised by the vendor for at least 75% of the live weight or for eighteen months at slaughter.
- (2) For meat products processed by others (for example, sausage), the vendor must produce the meat ingredients.

3.4.11 Animal Products:

- (1) Must be in their natural state, except as specified below.
- (2) Hides or pelts must be tanned to garment quality and must not be stored or transported in contact with food products.
- (3) Antlers, horns, and skulls must be in their original state and may be bleached, but not dyed.
- (4) Products must be in a sanitary condition. No manures or compost products may be sold.
- (5) Products must be from domesticated animals and may not be wild gathered. Products must come from animals held by the vendor for one year or from the offspring of those animals.
- (6) Wool/Mohair:
 - (a) 100% of the product must come from the vendor's own flock.
 - (b) The animals may be professionally sheared.
 - (c) The raw product may be sent out for processing.
 - (d) Wool that is to be sold at the DCFM Summer Market may not be pooled with other flocks during off-site processing. However, co-mingled, undyed wool will be allowed at the Winter Market.
 - (d) Only clean wool/mohair, rovings, yarns, or batts may be sold. All wool displayed and/or sold must be in its natural color; bleached wool but not dyed wool may be sold.
- (7) Soap - Hand-milled soap will be allowed at the Winter Market if:
 - (a) the soap is processed by the vendor;
 - (b) the soap contains either an emollient or fat or both that is produced by the vendor;
 - (c) the vendor-produced ingredients must be at least 50% of the value;
 - (d) the soap must be sold in bar form,

- (e) any ingredient must be FDA approved; and
- (f) the label must include all ingredients.

3.4.12 Prepared Food Products:

(1) The processing vendor must produce the major ingredient, unless otherwise noted in the Market brochure, and must be actively and regularly involved in the production of the product.

If the product is processed other than by the vendor, the vendor must raise the first ingredient on the label and raise 51% of the product by weight. Any major recipe changes must be filed with the Market Manager.

(2) Vendor must have photo copies of all necessary licenses for the production of the processed product and must have them filed with the Market before offering any processed item for sale.

3.4.13 Wild Gathered (Non-Cultivated) Items:

- (1) Vendors selling wild-gathered items must
 - (a) have an application to sell filed with the Market prior to arrival at the Market and either have proof of land ownership or show written permission from the land owner to gather the item and
 - (b) must provide the location and amount of land gathered from.
- (2) Items may not be purchased or obtained by barter.
- (3) Vendors who do not adhere to these rules may not sell the item at the Market.

3.5 Additional Rules for Exempt Products

3.5.1 General Rules for Exempt Products

Because historically certain products contributed to the foundation of the Market, they have been exempt from the general "vendor must grow or produce" rule. These include cheese, cured meat, smoked meat, cased sausage, bakery goods, pasta, and candy. The following rules apply to these products:

(1) Vendor may sell no more of a processed product than can be produced from the raw materials he or she produces and delivers to the processor; or the vendor must directly operate the processing plant.

(2) The vendor shall participate on a regular basis in the physical production of the product.

(3) No vendor of exempt products may have an ownership interest in an enterprise other than the membership enterprise that sells the same category of exempt products.

(4) The vendor may not have a retail outlet other than the Market except at the plant at any time during the membership year. A retail outlet is defined as a location at which the vendor sells the exempt product more than ten days in a row or more than twenty-five days total in any calendar year. It is the vendor's responsibility to report to the Market Manager the intention to sell exempt products at a location other than the plant or the DCFM. This notice must be given at least seven days prior to the event. Operating a retail outlet other than at the Market or at the plant at any time during the membership year will cause immediate termination of vending privileges and membership.

(5) If the vendor of an exempt product has no retail outlet at the point of production the vendor may vend an unlimited number of days at other farmers' markets. A farmers' market is defined as a regularly scheduled event (even if seasonal in nature) designed to allow producers a site to vend agricultural products. The farmers' market would not be restricted to the Market Member as an exclusive site; this would constitute a retail outlet and would be subject to the 25-day restriction.

3.5.2 Additional Rules For Bakeries

(a) The vendor may not sell items made from purchased pre-made doughs, batters, crusts, or dry ingredient mixes. For example, the shortening (fats and oils), the leavening, and the salt must be added by the vendor to comply with this rule.

(b) The vendor must keep all recipes and receipts for ingredients on file and must be able to produce them at an inspection.

(c) Ready to eat meat, vegetable, and/or bean filled pastry items are prohibited.

3.5.3 Additional Rules For Cheese Vendors

(a) If the vendor delivers milk he/she produced to a licensed dairy plant, the vendor may sell no more cheese than can be produced from the milk he/she delivers to the plant. The vendor must:

- (i) use his/her own label on the product;
- (ii) keep his/her milk separated from the general milk supply of the plant;
- (iii) have input into the cheesemaking process, and
- (iv) be completely at risk for each stage of the cheesemaking process.

As long as the vendor meets these requirements for each plant, he/she may sell products produced by more than one plant. If a vendor sells milk (directly or through a company that purchases the vendor's milk) to a cheesemaking plant that mixes milk from its suppliers, then the vendor may sell product only from that one plant and that one plant must be named on the Application to Sell.

(b) A vendor who does not produce the milk for the cheese must operate the processing plant and must participate on a regular basis in the physical making of the cheese, which he/she sells at the Market. Such vendors may sell only cheese made from milk produced by contracted milk producers.

(c) One of the Market Members must be a licensed cheesemaker, unless, as with a farmstead cheesemaking operation, the State Department of Agriculture permits the vendor to make cheese just from his or her own milk in a licensed plant on the farm to sell directly to customers.

3.5.4 Additional Rules For Chocolate or Confection Vendors

- (a) All chocolate candy products sold must be made with chocolate tempered at the licensed location.
- (b) Chocolate candies may contain other products, such as nuts, fruit, fondant, or nut butters, as long as the first condition is met.
- (c) The use of coloring in the production is an acceptable practice.
- (d) The use of compound coatings is acceptable, as long as they are melted and molded or mixed with other ingredients at the licensed location.
- (e) All compound coatings (chocolate containing other vegetable fats, not cocoa butter) must be clearly marked so customers will know the difference.
- (f) Confections that are judged to be craft-like in nature rather than products primarily intended for consumption are not allowed. Please clear specific products ahead of time to avoid penalties.

3.6 Procedure for Effecting Rule Change to Allow a Product

3.6.1 Request to Sell a New Product - Requests for new products which are not eligible for sale within the current guidelines of the Dane County Farmers' Market, must be submitted in writing to the Board of Directors for consideration. Such requests must be submitted well in advance of the expected sale of the new product. Requests for new products will be reviewed periodically by the Board of Directors.

3.6.2 Appeal Process, If Denied - In the event the Board of Directors denies a Member's request to allow the sale of a new product, the Member may appeal the board's decision directly to the membership of the DCFM in the following manner:

- (a) The Member shall obtain from the Market Manager a written decision from the Board of Directors denying the new product, which shall include a brief statement of the board's reasons for the denial.
- (b) The Member shall attach a copy of the board's decision to the front of each petition form prepared by the Member, which form shall re-state the Member's request for approval of the new product for sale at the Market and any other information which the Member desires to include; the Member shall personally obtain a quorum number of original signatures from the other Members of the organization which evidence their support for approval of the new product. Only one signature from each membership entity will be allowed.
- (c) The Member shall submit the petition bearing the required signatures to the Market Manager who will review and verify the petition.
- (d) Within one week of receipt of the petition, the Market Manager will notify the Member of: (1) the verification of the petition; (2) that the Member's new product request is eligible for a vote by the full membership; and (3) the estimated cost of conducting a vote of the membership by mail ballot.
- (e) Within one week of receipt of the notice by the Market Manager provided for in the preceding paragraph, the Member shall notify the Market Manager of his/her/its desire that the request be put to a vote of the Members, and pay a deposit of \$150.00 to cover the cost of conducting the referendum. All costs of the referendum shall be borne by the requesting Member.
- (f) Upon receipt of notice by the Member of his/her/its desire for a vote of the Members, the Market Manager shall prepare the mail ballots, and within thirty (30) days of such receipt, send by US mail, first class, a ballot to each Member of record accompanied by a copy of the Member's petition; such mail must state clearly that only executed mail ballots received on or before the return date will be considered; the return date for such mail ballots shall not be before expiration of twenty (20) days from the date of mailing by the Market Manager.

- (g) The Market Manager and two witnesses, one at the choice of the petitioner, will review and count the mail ballots after the return date; approval of the new product will occur if 50% plus one of the votes cast approve the new product. At least two-thirds of the memberships must vote on the referendum for the referendum to be considered valid. Each membership entity may cast only one vote.

- (h) The Member will be notified by the Market Manager of the approval or non-approval of the new product within ten (10) days of the return date for the mail ballots. At that time the Market Manager will notify the Member of the cost of conducting the referendum and whether a refund or further reimbursement to the organization is due.

4.0 MARKET OPERATIONS

4.1 Summer Markets

4.1.1 Stall Designation

Vending stalls are designated as Season Stalls or Daily Stalls. Season stall vendors have been granted the privilege, based on seniority, to occupy the same location at each Market. Daily Stall vendors occupy remaining stalls, based on seniority.

4.1.2 Season Stall Succession

Member partners who applied in 1989 on an "Application for Membership" have been granted "A" status. Individuals newly appearing on membership applications subsequent to 1989 are granted "B" status. After a "B" status Member has been a Member or co-Member for five (5) consecutive years they will be changed to "A" status. Partners newly listed on past-1989 applications from "A" status Members will also be "B" status co-Members.

"A" status Members shall have the right to their season stall as long as they apply to the Market consecutively each year. If an "A" status Member fails to apply for their season stall in any year it will be considered surrendered and will be available to the general membership on the usual seniority basis. However, a "B" status co-Member who had one or more "A" status partners the previous year which "A" status partners are not re-applying may request "A" status for purposes of maintaining the Member's season stall by making a special written request to the board of directors including proof: (1) of the "B" status partner's required participation and (2) 20% or more ownership for the previous five years.

4.1.3 Member Substitution Policy

A foundational part of the producer-only Dane County Farmers' Market is that a Member must be present at the Member's stall during the Market. At the same time, the Board recognizes that there are occasional circumstances when none of the people in a Membership can be at the Market that day. The Board will allow two types of substitutions of a Member at a Summer Market (including Saturday and Wednesday), provided certain conditions are met.

A condition to any substitution is that the Member make sure a responsible person is in charge of the Member's stall in the Member's absence. If the Market Manager determines no responsible person is present, the stall will be directed to leave the Market.

1. Emergency Substitution – An emergency is an unforeseen, unplanned situation such as a death in the family, a funeral or a medical emergency. (Contact the Manager before sending a substitute, or if an emergency occurs during a Market, call the Market Manager or have your help do so immediately.)

The Market Manager may grant up to three (3) Emergency Substitutions per year per Membership.

2. Discretionary Substitution(s) – A discretionary substitution is a personal absence that can be taken without a stated reason. Examples include a vacation, personal business, and/or family activities (e.g., weddings, graduations, reunions, school activities).

During the initial three (3) years of membership, a Membership is entitled to one Discretionary Substitution per calendar year. After three (3) years of membership, a Membership is entitled to two (2) Discretionary Substitutions per calendar year.

These additional conditions must be met in order to claim a Discretionary Substitution:

- The Market Manager must be given advance notice that no Member will be present at the Membership's stall for that Market; and
- Prior to the date of Member absence, the Membership must have vended at five (5) Summer Markets in that calendar year or five (5) Summer Markets in the previous calendar year;

**** IMPORTANT**** - The actions of the substitute vendor(s) are the Members' responsibility. The substitute vendor must follow all DCFM rules. Penalty points (if any), including expulsion, will be assessed to the DCFM Membership.

4.1.4 Saturday Market

4.1.4.1 Stall Locations

Parking Stalls

The typical Saturday Market parking stall will include 24 feet of parking room and 16 feet of display space in the area designated by the Market Manager. Space will vary with each stall and will be determined by the Market Manager.

A season stall vendor assigned to an 8-foot stall, but without assigned parking, has the option of (a) paying for a parking space, if available, for the entire segment or (b) vacating the area by 6:15 am so the parking space can be used by a daily vendor.

Inlet Stalls

The first parking space in each inlet will be one stall. (see map in Appendix A). Vendors choosing an inlet stall may park within the first parking space and vend behind their vehicle, or they may use the entire first parking space for vending and will park off the Square. Vendors who park in the second inlet-parking stall will vend on the concrete pad near the parking area. Vehicles must fit between the stall lines.

Table Stalls

Table stalls may not exceed eight feet in length. Table stall areas around the Capitol Square include fire hydrant areas, designated NO PARKING zones, and available space between other stalls. Sellers setting up stalls between other stalls should allow an aisle between their tables and any other stall on either side.

Parking may not be available for Table Stall Vendors on the Square. If not, they must find parking at another location. Parking meters and parking regulations in the downtown area will be enforced on Saturdays by the City of Madison Police and State Capitol Security Officers.

Stall Width

- Eight-foot stalls (up to 8 feet) must be no more than eight feet wide at the widest point.
- Sixteen-foot stalls (more than 8 feet, up to 16 feet) must be no more than sixteen feet wide at the widest point.
- No stall shall exceed these limits.

4.1.4.2 Procedures

The Saturday Market on the Square will be open from 6:00 a.m. until 2:00 p.m. Participating sellers are asked to adhere to the following schedule:

Season Stall Vendors Set-up in Stalls: 5:00 - 6:15 a.m.

Parking only for sellers holding season stall permits. Season table stalls may be set up at this time only in designated areas. Stalls may not be set up in any other areas at this time. The stall of any season stall permit holder who does not arrive at the Market by 6:15 a.m. will be given to a daily stall vendor as described under "daily vendors." If the season stall permit holder arrives later, he/she may occupy an open stall on a first-come, first-serve basis, and no fee for the daily stall will be required.

Daily Vendors Set-up Time: 6:30 a.m.

Any unoccupied stall will be available based on seniority to Members who show up in their proper daily line before 6:00 a.m. Members who are present in their proper daily line before 6:00 am and ready to set up at 6:30 will be allowed to enter the Capitol Square in the order of their seniority with the Market.

The policy is as follows:

- Daily vendors will park their vehicles in the order of their seniority in their designated line across from the Square on one of the following streets: West Washington, Martin Luther King Jr., East Washington, Wisconsin. A designated Line Captain will assist in the line-up procedure.

- At 6:30 the first vehicle in line at each of the four avenues will proceed onto the Capitol Square and all other daily vendors will follow in the order of their seniority. Vendors will be required to follow the rules of the road - traffic can go straight ahead or to the right only - to ensure an orderly and fair progression.

- Daily stallholders may not have either season stall holders or other individuals reserve space for them on the Square.

- Daily vendor stalls not to exceed 16'.

4.1.4.3 Fees

Summer Saturday Market

Daily Vendors

8-foot Daily Stall (8' and under)	\$8.00
16-foot Daily Stall (up to 16 ft.)	\$16.00
Inlet Daily Stall	\$16.00
Parking (if available)	\$4.00

Season Stall Vendors (Saturday Segments I, II, III)

8-foot Season Stall (no parking)	\$72.00	(for each 9-week segment)
8-foot Season Stall (with parking)	\$108.00	(for each 9-week segment)
Inlet Season Stall	\$144.00	(for each 9-week segment)
16-foot Season Stall (with parking)	\$180.00	(for each 9-week segment)

Season stall payments are due on the first day of each segment. If payment is not received on the first day of the segment, the membership will be allowed to vend on that day; however, the membership will not be allowed to vend on subsequent market days until payment is received.

Fees for Daily Vendors

A punch card for \$80.00 can be purchased from (a) your Line Captain, (b) the Market Manager at the Saturday or Wednesday markets, or (c) by mail. Each star on the card is worth \$4.00. The Line Captain or Market Manager will punch or mark the appropriate dollar amount owed for the day – based on stall size.

4.1.4.4 Special Considerations

Saturday Market operations may occasionally be modified because of special considerations such as construction, Art Fair Market, Taste of Madison, rallies, and other special events. Vendors will be notified prior to operational changes, if possible, about alternative procedures.

4.1.4.5 Double Parking - Vendors must discourage (a) sales to people in vehicles or (b) lengthy double-parking by customers for picking up purchased items. The Market acknowledges that the practice of customers' double parking is a potential safety hazard and that it is a police prerogative to issue warnings or citations to drivers.

4.1.4.6 Trash Management - Vendors must not discard refuse of any kind in or around trash receptacles on the Capitol Square, must clean up their sales areas completely before leaving, and haul the waste home. Leaving stalls with litter or refuse will be considered a procedural violation and the procedures outlined under "Enforcement Of Market Policies" will be followed. Failure to clean up properly will result in a fine of \$20.00 payable to the Market for services rendered.

4.1.5 Wednesday Market

4.1.5.1 Stall Locations

The typical Wednesday stall width will be 16-feet (maximum). Stall widths may be reduced to less than 16 feet in areas of handicap access ramps and/or restrictions associated with the street use permit.

Note: Season stall permits are issued only once a year in the spring.

4.1.5.2 Procedures

The Wednesday Market off the Madison Capitol Square will be open from 8:30 a.m. until 2:00 p.m. A map of the vending area is provided in Appendix A. Sellers are requested to adhere to the following schedule:

Season Stall Vendors Set-up: 8:00am to 8:30am

Reserved spots are for sellers holding season stall permits.

Daily Vendors Set-up: As designated, 8:30 am

Daily sellers may register before 8:30am with the Market Manager for daily stalls to be assigned in stated order. Table stalls may be set up at 8:30am as directed by manager. Daily parking only in stalls assigned by Market Manager on a seniority basis.

4.1.5.3 Fees

Daily Vendors

Daily Stall (up to 16-foot, with parking) \$10.00

Daily stalls (up to 16-foot, no parking) \$5.00

Fees for daily vendors will be collected and receipts will be issued by the Market Manager at each Wednesday Market in which they participate.

Season Stall Vendors

Season Stall (up to 16-foot, with parking) \$140.00 (for each 14-week segment)

Season stall payments are due on the first day of each segment. If payment is not received on the first day of the segment, the membership will be allowed to vend on that day; however, the membership will not be allowed to vend on subsequent market days until payment is received.

4.1.5.4 Special Considerations

Wednesday Market operations may occasionally be modified because of special considerations such as construction, rallies, and other special events. Vendors will be notified prior to operational changes, if possible, about alternative procedures. Additionally, a 16-foot fire lane must be maintained in the middle of the street.

4.2 Winter Markets

For the past several years the Winter Markets have been held at two locations. The Early Winter Market, early November through December, is held at the Monona Terrace Convention Center. The Late Winter Market, January through mid-April, is held at the Madison Senior Center.

4.2.1 Stall Locations, Procedures, and Fees

Operational consideration and fees for the Winter Saturday Market are variable, based on the building and the rooms within the buildings. The Market Manager will provide necessary information by mail prior to each Winter Market segment.

4.2.2 Winter Market Rules

Winter Market rules are the same as Summer Market rules with the following exceptions.

1. To vend, you must have attended at least one Summer Market.
2. Fifty percent (50%) of the raw value of your finished product must be produced by you.
3. In the event of limited vending space, preference will be given to vendors who have attended at least five Summer Markets during the past season.
4. A substitute for the Member will be allowed for twenty-five percent (25%) of attended Winter Market events.

4.2.3 Special Considerations

Members who register (reserve) stalls at the Winter Market at the Monona Terrace must pay in advance. If they cannot attend and want a refund, they must notify the Market Manager by noon of the Thursday before the market. (The policy was enacted because “no shows” left open stalls that could have been used by members on the standby list.)

5.0 ENFORCEMENT PROCEDURES

5.1 Enforcement Conditions

5.1.1 Membership Agreement

All memberships who sell in the Market will complete an "Application For Membership" prior to selling in the Market. This application will constitute an agreement between sellers and the Market to abide by the policies and rules governing the Dane County Farmers' Market. Should any questions arise regarding the observance of Market policies and rules, the procedures outlined below will be followed.

5.1.2 Reporting Violations and Follow-up

A vendor, Market customer, or the Market Manager may submit to the Market Manager or a Board member a complaint against a vendor where there is reason to believe a violation of Market rules exists. The identity of the complainant will not be revealed by the Market.

Vendors are urged to initiate a complaint to the Market Manager when they witness an infraction of Market rules. The Market Manager will conduct an initial investigation of any complaint. The investigation will include an attempt to obtain detailed information from the complainant, the alleged violator and other witnesses before a determination is made that a violation occurred.

5.2 Penalty Assessment Process

5.2.1 Procedural Violation – Vendor Conduct

Vendors shall conduct themselves in a manner that is courteous to other vendors, Market personnel and the public. Behavior that is threatening, abusive or harassing shall constitute a violation of Market rules. A violation of this Vendor Conduct rule will cause:

- a) an automatic assessment of two penalty points to the vendor;
- b) a second violation will cause an additional two-point assessment.
- c) committing a criminal act at the Market may cause the vendor to be expelled from the Market, which means a termination of vending privileges, seniority and Market membership.

5.2.2 Procedural Violations – Operational Issues

For violations other than product legitimacy violations, a vendor will be assessed penalty points. If after an assessment of penalty points, there is no assessment of additional penalty points against that same Member in the 12 months following the initial assessment, the initially assessed points will be removed from the Market's record for that Member.

But if additional penalty points are assessed against that same Member in the 12 months following an assessment, both the initial points assessed and the additional points will remain on the Market's record for that Member for 24 months following the date of the second assessment of penalty points. The vending privileges and membership of any Member who has accumulated a total of 6 or more penalty points will be terminated. The termination will be effective upon the Member's receipt of notice of the termination.

Procedural violations include for example, early parking, parking above the first two inlet stalls, violation of maximum stall width, failure to properly license or label, failure to have a Market Member at the stand, using a noncertifiable scale, lack of member identification signage, and other violations of Market rules not pertaining to the "Member Must Produce the Product" rules.

The Market Manager will give warning and written notification of the violation to the vendor upon the first violation. A fee of \$20.00 will be charged to the member for the first (warning letter) violation in lieu of penalty points. The vendor shall either be sent such letter by certified mail, return receipt requested, or shall be requested to sign a copy of the letter to indicate his/her understanding of the regulations and willingness to comply with them. If the vendor returns the signed copy as requested and thereafter complies with the Market regulations, no further action will be taken.

If the vendor fails to sign and return the letter or the violation occurs a second time within one Market year, second written notification will be given to the vendor and two points will be assessed to the vendor's record. Each subsequent violation of a Market procedural rule within one year of the first assessment will result in two additional points being assessed to the vendor's record. Notification of point assessments will occur in writing.

For an immediately correctable violation, such as exceeding stall width, violators will be given oral warning indicating the offense and requesting compliance with Market rules. The Market Manager shall record the issuance of each warning. If the problem is not corrected in a reasonable time, the Market Manager shall issue a written warning. Continued or repeated non-compliance in the same membership year shall result in the assessment of two points. Further non-compliance after the two points are assessed will result in the issuance of additional points and the expulsion of the vendor from the Market. This process could all happen in a single Market day.

5.2.3 Procedural Violations – More Serious Issues

Some procedural violations have been acknowledged as more serious and therefore carry a greater penalty for violation. For such a violation, the vendor will be verbally warned and must immediately correct the violation. The vendor will receive a warning letter and must follow the procedures for a warning letter described above. Should the violation occur again, the vendor will be assessed **three** points. The following violations fall in the three penalty point category: offering for sale processed items that lack labeling or carry improper labeling, offering for sale processed items without obtaining necessary licenses, and selling nursery items without obtaining a nursery license.

5.2.4 Inaccurate or False Information on Application

The Application for Membership is also a statement by each person listed on the application that (a) he/she substantially participates in the actual production of the Membership's product and (b) he/she shares in the risks and rewards of the Member enterprise as an owner of at least 20% of the enterprise. Applicants may be asked to provide verification of ownership interests including providing a copy of the Member's (that is, the partnership's or company's) tax return for one or more prior years. If the Member is a new partnership or company, other verification of ownership may be required.

In the event the Market Manager determines that an Application for Membership was submitted with inaccurate or false information, or if the Member fails to provide, in response to the Market Manger's specific request, verification of the information contained in the Application, then the Market may assess penalty points up to and including six penalty points and termination of Membership.

5.2.5 Product Legitimacy Violations

Beginning with the 2003 Market Year, if a Member offers a product for sale at the Market and it is determined that the Member did not produce the product but instead purchased or acquired it outright and was attempting to resell it, the Member's vending privileges and Market Membership will be immediately terminated (in other words, a violation of this product legitimacy rule will result in an automatic six penalty point violation). Other types of violations of product legitimacy rules will result in a three-point assessment which will stay on the Membership record for three years. See Section 3.4 - Rules for Sale of Specific Products, for how participation in production is defined for certain products.

The Market will use the following procedures for product legitimacy violations.

1. The Market Manager and the Board may use their own observations, statements of other witnesses and/or inspection to make a determination as to a product's legitimacy.
2. The Market Manager will notify a vendor that one or more of the Member's products offered for sale at the Market on its face violates a product legitimacy rule or is being investigated for product legitimacy. If the product is being investigated, the Market Manager will arrange for an inspection of the Member's production place and methods. If the Member refuses to allow such an inspection, the Member's vending privileges and Market membership will be immediately terminated. Inspections will be conducted by the Market Manager or their designee, and a Board member or the Board member's designee.
3. If the Market Manager determines that a product does not violate the rules, no further action will be taken.
4. If the Market Manager determines that a product violates the rules, the Member's vending privileges and Market membership will be terminated effective immediately upon the Member's receipt of written notice of the determination.
5. A vendor will not be eligible to re-apply for membership in the Market until at least 12 months have expired since the date of the final termination determination and then only if the Member's application is approved by a two-thirds vote of the Board.

5.3 Right to Appeal

Any Member whose vending and membership rights have been terminated or who has been assessed penalty points may appeal the determination.

- The Member will have 14 days from the date of receipt of the written determination to file a written appeal with the Market Manager.

- The Market's Board will hear the appeal within fourteen (14) days of the Market Manager's receipt of the Member's appeal request.

- If the determination is reversed on appeal, the vendor's membership and vending privileges will be immediately restored.

- In no event shall any person be entitled to recover damages from the Market for being denied vending privileges based on a good faith enforcement of the Market's rules.