

Hampden Farmers' Market Rules

(Established March 2012, Revised January 2024)

These Regulations Are To Be Followed By Those Who Participate In The Hampden Farmers' Market

1. Membership Eligibility:

- a. All Maine food producers who produce what they offer for sale are eligible for membership in the market. Farm-related handicrafts vendors may not represent more than 20% of the total market vendors.
- b. A completed application is required to be considered for membership in the market. Applications are due by March 1st with payment and copies of proof of insurance and applicable licenses; late applications will be subject to an increase in membership dues to \$50. Upon a favorable vote of acceptance, the annual membership fee will be deposited by our treasurer.
- c. Each applicant for new membership will be required to make a presentation in person to the voting membership at a meeting for new applicants at a place and time to be determined by officers of the Association.
- d. Each applicant for new membership will be reviewed and voted on by the current voting membership at the new applicants meeting.
- e. Voting is limited to one vote per membership. The voting member must be the vendor, spouse or an employee of the farm. Simple majority votes carry the motion.
- f. Late applicants (received after March 1st) will be reviewed only in order to fill gaps identified by the membership. They will be processed within one month of receipt including voting and notification.
- g. Space is available for civic functions, pre-approved in advance, at each market day.
- h. Priority will be given to foods and products which are produced using methods that honor the principals of organic, sustainable and/or natural production. Exceptions will be given for items not available chemical free and to non-edible items.
- i. Preference will be given to Hampden Resident applications, providing the application is for a product area that the market is actively seeking. The product must meet quality standards and production capabilities equal to that of other applicants.
- j. New vendors will be considered provisional their first year. Permanent membership and voting privileges are earned after a favorable review and second vote of acceptance by existing members.
- k. Each member must attend at least 50% of the markets during the season or they will need to re-apply as a new vendor the following season unless under special circumstances.
- l. All vendor members must participate in all market programs where applicable.

2. Location and Time:

- a. The Hampden Farmers Market will be located in the parking lot of St. Matthew's Church at 70 Western Avenue, Hampden, ME during the summer season and at Citizen's of Maine, 177 Cold Brook Rd, Hampden ME for the winter season.
- b. The market is officially open every Friday from 2 to 5:30 pm during the summer season.

3. Dues:

- a. Annual – An application fee of \$40 shall be submitted with the completed application, and will be returned to any members who are not accepted into the market. This application fee will cover the annual dues and is non-refundable once accepted into the

market. There will be a half-time membership at \$25, with no voting rights and halftime membership at \$40 with full voting rights. Vendors must maintain 50% attendance to be voting members. Current members are grandfathered in under whatever arrangements were made when they joined. Late new applicants will be subject to a \$10 late fee. This is non-refundable. Checks should be made payable to Hampden Farmers Market and mailed with the application.

- b. Existing members' application and fees are due at the annual winter meeting in order to have voting privileges.
- c. Daily Fee: There will be a daily setup fee of \$5 and will be collected weekly.
- d. Renewal membership fees and current liability insurance are due at the annual meeting.

4. Attendance:

- a. Members are expected to stay until close of the market on each market day unless they are "sold out".
- b. Members are encouraged to attend all pre-season business meetings and to participate in all market activities. Members in attendance at meetings will have one vote per membership.
- c. Members are expected to be at every market during the season applicable for their product. **If you are unable to attend please contact the Market Manager as soon as possible to ensure a smooth flow of market operations.**
- d. **All vendors should be set up and ready to sell by the start time of the market.**

5. Market Positions:

- a. The membership will appoint a Market Manager, Assistant Market Manager, Secretary, Chairperson, Treasurer and Co-Treasurer at the annual meeting. The market manager will oversee implementation of these rules, act as market spokesperson, run business meetings, and make any on-site decisions relating to market management when need arises. Any such decisions are subject to review by the membership in a timely manner.

6. Items for Selling:

- a. All products for sale at the Hampden Farmers Market must be grown or made by the vendor. Exceptions include specific Maine grown or Maine made products that are not provided by any other member, and customized promotional materials. Prior approval by majority vote is required.
- b. When possible, vendors should submit their request to sell "bought-in" products with their applications.
- c. Products of handicraft vendors must be 75% farm created. Any "gray" areas will be discussed and approved by the market members.
- d. Vendors wishing to bring new items must so state in their annual applications for review by the membership.
- e. Knowledge of and compliance with all state regulations regarding the production, labeling, display and sale of all products at the Hampden Farmers Market is the responsibility of the individual member.
- f. Copies of all appropriate licenses and permits for each member operation should be submitted with the market application and be kept with the vendor during market hours as applicable. **Food Sovereignty vendors will not be allowed.**
- g. Individual members are responsible for obtaining approval to accept WIC.
- h. Non-vending displays will be individually reviewed and permitted by permission of the market members.
- i. A state certified scale is required for selling vegetables and other products by weight.

- j. All vendors are responsible for having a liability insurance policy for their products.

7. “No Buy” Rule:

- a. In order to ensure the freshest and highest quality produce at the farmers market, and to assure customers they are dealing with the actual producer, market members must sell only products they themselves grow or make. The stand may be staffed by an employee provided the person is a regular employee of the farm.
- b. Buying products for re-sale at the market will not be allowed unless approved by the membership. “Ghost” members (growers who themselves do not attend but join the market for the sole purpose of supplying another market member) are not allowed.
- c. Items for sale must be fresh and of high quality. We each are the Farmers Market and the reputation and success of the market and your operation depend on what each farmer offers for sale.
- d. Farm visits will be made as needed to ensure a members’ production of what is being offered for sale. All new members will have a farm visit. Existing members will be visited to keep up with change in products.
- e. No Buy rule for greenhouse vendors: Due to the nature of their business, greenhouses are permitted to buy in plugs, but the buying of “finished” plant product is strictly prohibited. The standard for review will be in “value added” to the plant product, and all plant material must have been raised by the grower for no less than 10 weeks prior to the start of the season.

8. Signs:

- a. All vendors will have signs that display their name and address in a prominent manner at every market.
- b. All products for sale will be labelled and priced.

9. Setting up at the Market:

- a. Displays should be neat and tasteful. New vendors should check in with the market manager to be assigned their position. Once assigned a position, each vendor will set up next to the same neighboring vendors each week. In the event of an absence, the market manager will let the affected vendors know to adjust their setup positions.
- b. Customer walk-ways – Maintain a clear walkway for customers to move from one vendor to another without obstruction. Space for each vendor is at least 12’by12’. Vendors are welcome to use more space, as available, if necessary. However, it should be remembered that, while there is no maximum established distance between vendors, it is important to stay close enough to ensure a smooth flow of customers and the cohesive appearance of the market.
- c. Shelters are not required by the market, but if a vendor chooses to use a shelter it must be properly weighted for safety.
- d. No overnight parking is permitted.
- e. “Hawking” and false advertising is forbidden.
- f. General cleanliness of the market area is everyone’s responsibility. It assures customers a pleasant place to shop and keeps us on good terms with the landlord. This includes picking up your own area while selling and making certain the area is clean before you leave.

10. Presentation:

- a. Any attempt to mislabel items for sale will be considered an attempt to defraud the public and may result in being barred from the market. Any returns are solely the responsibility

- of the vendor who originally sold the item. The market as a whole is in no way responsible for accepting returns for any vendor.
- b. Alcohol consumption and smoking by members at the market is prohibited.
 - c. Members should behave in a cooperative manner with other members.

11. Violation of Regulations:

- a. Upon determination that a market regulation(s) has been violated, the offender will be given a verbal warning. Further violations will be brought before the market members, who, after due consideration, may enforce corrective action or cancel the offender's membership to the market with forfeiture of dues.

12. Special Circumstances:

- a. These regulations may be temporarily modified to address unanticipated circumstances not covered in this document. Any modifications will be made only after a majority vote of the full market membership and shall state the reason and the specific duration of the modification.