



A DIVISION OF THE SOUTHINGTON COMMUNITY
YMCA

**APPLICATION &
MEMBERSHIP
AGREEMENT
2021**

Preamble

The Southington Farmers Market is a division of the Southington Community YMCA. Its Committee members are appointed by its Board of Directors. The Committee directly manages the Southington Farmers Market through its Chairman and Market Master.

Membership

1. Qualifications.

- a. Any CT producer or qualifying local farmer with CT-grown produce shall be eligible for membership in the organization by agreeing to abide by the Bylaws and established rules of operation, signing a Membership Agreement, and providing proof of general and product liability insurance.
- b. A CT producer is one who makes, produces, or grows goods such as plants, flowers, eggs, honey, cider, crafts, jams, jellies, or baked goods, without buying these items from another vendor. Processed foods must conform to state and local regulations. A qualifying local farmer is one who grows produce on his/her own land or on land he/she leases in Connecticut. A farmer may be one farm or a family corporation. A qualifying local farmer must demonstrate that he/she is actually tilling, planting (if an annual crop) cultivating and harvesting the crops with his/her own machinery and labor.
- c. Copies of leases may be required along with an affidavit that land, orchard or greenhouse is not being actively farmed by lessor.
- d. Eligibility for membership shall be determined by the Committee of The Southington Farmers Market (“the Committee”) in the exercise of its sole and absolute discretion.

2. **Term.** The term of membership shall be seasonal, commencing Friday June 25 until the last Friday of September.

3. Admission and Expulsion.

- a. New members shall be required to enter into a Membership Agreement with The Southington Farmers Market before they may enjoy the rights attached to membership in The Southington Farmers Market.
- b. New memberships may be accepted at anytime.
- c. Acceptance will be recognized when [1] the Market Master signs the Membership Agreement **and** [2] the Chairman of the Committee of The Southington Farmers Market accepts the signed Membership Agreement and dues payment. A notice of acceptance or rejection will be sent to the Applicant.
- d. The Committee reserves the right to admit, reject or expel, with or without cause, members in the exercise of its sole discretion.
- e. The Committee may take disciplinary action against any member if the member fails to meet its obligations under the signed agreement, any other agreement

entered into between the members and of The Southington Farmers Market Committee, or any directive of the Committee, the Chairman or the Market Master of The Southington Farmers Market Association. The Committee may discipline the member by means of any combination of the following:

- i. temporarily suspending some or all of its rights under these Bylaws or under any agreement entered into between the member and The Southington Farmers Market;
- ii. demanding the refund of any monies appropriated to the member by The Southington Farmers Market Association, which shall be due and payable immediately upon demand;
- iii. suspending the right to participate in future markets; or
- iv. Expelling the member from The Southington Farmers Market Association.

4. Market Site Participation.

- a. All members in good standing may participate at market sites, subject to the discretion of The Southington Farmers Market Committee.
- b. Members are obligated to abide by the Market Rules below. Failure to abide by Market Rules may result in a fine as set out in Schedule A and/or disciplinary action under Section 2 of this Article.
- c. The market master will assign each vendor a location and size of the area the vendor will sell in throughout the market season.

5. Farm Inspections.

- a. The Committee Members may visit any farm as often as needed throughout the season to ensure member compliance with the Membership Agreement and any other contract entered into by the member with The Southington Farmers Market Committee. However, members shall be given at least two (2) days advance notice. Visits shall only be made while a farm representative is present, unless otherwise permitted by the member.
- b. Whether a farming practice is consistent with the Membership Agreement shall be determined by the market master in the exercise of his/her sole and absolute discretion; provided, however, that the market masters decision may be reviewed by a meeting of the Committee of The Southington Farmers Market duly noticed and called for such purpose.
- c. The decision of the Committee shall be final, unless subsequently reviewed and modified by the Committee at a meeting.
- d. Farm Inspections in response to a filed grievance shall be further governed by the Grievances procedure below.

Market Rules

1. Set-up.

- a. Each participating member at the market who wishes to sell his/her products ("Seller") will be responsible for setting up, displaying, and packaging his/her products.
- b. Sellers may not set up more than one (1.5) hours before market starting time. Sellers shall arrive no later than 15 minutes prior to and set up must be complete before market starting time. Sales prior to the market starting time are prohibited.
- c. Sellers selling before the market starting time shall be fined according to Schedule A.
- d. Prior to commencing sales, each Seller must have a legible sign identifying the name and location of the Seller's farm, and post market prices for their items.

2. Clean-up. Sellers shall thoroughly clean up at the end of the market and remain for the entirety of the market.

3. Market Masters. The Market Master shall announce the commencement of the market, and shall be responsible for mediating any disputes that may arise, and for handing out market laws, rules, and by-laws to Sellers. The Market Master shall report to the Chairman, in writing, any violations by Sellers of the Market Rules, and any disputes that may arise. In the absence of the Market Master, the Assistant Market Master shall assume the Market Master's responsibilities.

4. Prices and Sales. Prices will be negotiated between Sellers and buyers. The Committee is not responsible for any sales arrangements or warranties concerning any produce bought or sold at markets. However, any complaints against a Seller may be investigated pursuant to the Grievances procedures below.

5. Products must be Seller-Produced.

- a. All fruits, vegetables and other farm products sold must be Connecticut-grown. Further, Sellers labeling produce "organic" must be certified by the USDA.
- b. Plants, flowers, eggs, honey, cider, crafts and processed goods such as jams, jellies or baked goods may also be offered for sale but must be produced with or made with CT Grown Products, provided all local and state regulations and licensing requirements are met.
- c. All livestock is subject to market approval and shall be properly penned and must meet all local and state health requirements. All meat products sold at the market should meet state and federal inspection requirements.
- d. Produce may be sold by the pound, by the bunch, by the piece, or by containers.

6. Other obligations of Sellers.

- a. All Sellers must be neatly dressed at all times "i.e. shoes and shirts", courteous, and honest to customers.
- b. Sellers are individually responsible for city and state sales tax on "non-food items" and for conforming to local, state, and federal laws.

- c. All Sellers must complete and file an Application for a Food Service Permit from the Southington Regional Health District and abide to all state and local safe food handling practices.
 - d. All Sellers must refrain from smoking while in attendance at the market.
7. **Emergency inventory.** Notwithstanding Section 5 above, if a Market Master determines there is an insufficient quantity of any item in a particular market, Sellers may purchase product to sell at that market provided that the product must still be Connecticut-grown, and proof of where grown must be on signage at the time of sale to the consumer. Emergency inventory cannot be sold unless Market Master has provided his/her approval in writing prior to the start of the market.
8. **Solicitors not allowed.** No solicitors or collection drives will be allowed in the selling area without prior approval from the Chairman or from the Market Master of The Southington Farmers Market Committee.

Grievances

1. **Generally.** A grievance must be submitted to the Committee of The Southington Farmers Market Committee in writing, stating the specific concern, the date, and the signature(s) of the person(s) filing the complaint. The Committee shall use reasonable efforts to confer within ten (10) days of receiving the written grievance, in person or by alternative forms of communication. The Committee of The Southington Farmers Market may designate on its behalf one or more individuals to investigate and make recommendations to it.
2. **Farm Inspections.** The Chairman, Market Master and Committee Members of The Southington Farmers Market may visit a farm of a member in response to complaints against the member. Notification of a visit shall be made two (2) days prior to the visit, and there shall be at least two (2) Committee Members on such visits. The Southington Farmers Market Committee shall meet within seven (7) days of the visit to determine the course of corrective action, if any.
3. **Findings and Notice.** If a determination is made by the Committee of The Southington Farmers Market at or after the meeting that the member has violated the Membership Agreement or any other agreement entered into by the member and the Committee, then the Committee of The Southington Farmers Market shall issue to the member a first offense warning in writing. The warning must state the findings of the Committee of The Southington Farmers Market and be signed by the Chairman. The member may be subject to a fine under Schedule A for violation of Section 5 of the Market Rules if the Committee of The Southington Farmers Market finds that the member is selling products other than member-produced products or engaged in other activity detrimental to The Southington Farmers Market Association. A second offense may result in disciplinary action, such as expulsion, in addition to a fine under Schedule A. The Committee of The Southington Farmers Market shall notify the Market Master and other Committee Members of any

actions or decisions with regard to grievances.

Schedule A: Fees and Fines

- 1. Annual membership dues \$25.00
- 2. Bounced check \$35.00
- 3. Seasonal Market Site Fee for “Weekly Attendance”.....Donation**
- 4. Seasonal Market Site Fee for “Bi-Weekly Attendance”.....Donation**
- 5. Violations of Market Rules min: \$100.00/max: \$500.00

** We are waiving the market Site Fee this season to support small business and farming due to the pandemic. We ask each vendor to donate product/goods that will make its way to those in the Southington Community in need. Donations will be distributed by the Southington YMCA either directly or through community agencies.

We, the undersigned parties, have read and understood the terms of the above Agreement. We hereby agree to accept and abide by those terms.

AS A CONDITION OF MEMBERSHIP, THE UNDERSIGNED MEMBER, HIS AGENTS, SUCCESSORS, AND ASSIGNS HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO SEEK CONSEQUENTIAL OR OTHER DAMAGES AGAINST THE COMMITTEE AND THE SOUTHINGTON COMMUNITY YMCA AND/OR ITS DIRECTORS, OFFICERS, AND EMPLOYEES.

THE MEMBER BY EXECUTING THIS MEMBERSHIP AGREEMENT DOES HEREBY AGREE TO DEFEND, AND DOES HEREBY INDEMNIFY AND HOLD HARMLESS THE COMMITTEE AND THE SOUTHINGTON COMMUNITY YMCA (HEREINAFTER REFERRED TO COLLECTIVELY AS THE “COMMITTEE”) FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, CLAIMS, COSTS OR EXPENSES, INCLUDING WITHOUT LIMITATION, LITIGATION COSTS AND ATTORNEY’S FEES AND EXPENSES AND FEES INCURRED BY THE COMMITTEE AND ARISING OUT OF OR IN CONNECTION WITH THE MEMBER’S PARTICIPATION IN THE SOUTHINGTON FARMER’S MARKET. THE MEMBER

AGREES THAT HIS OBLIGATIONS HEREUNDER SHALL BE CONTINUOUS AND SHALL SURVIVE EACH MEMBERSHIP SESSION.

FOR THE MEMBER:

FOR The Southington Farmers
Committee

Name

By _____
Name
Market Master or Chairman

Signature

Signature

Date

Date