

**2020**

# **Mora Area Farmers' Market**

## **Rules & Regulations**



Mora Area Farmers Market Managers  
Mike and Valerie Prax  
2149 Highway 70, Mora, MN 55051  
612-205-1099  
[MoraFarmersMarket@gmail.com](mailto:MoraFarmersMarket@gmail.com)

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## 1. Name: Mora Area Farmers' Market

- A. Shall be open to the public and residents that live within a 50 mile radius of Mora, MN
- B. A Farmers' Market consists of two or more vendors or producers selling produce, food or crafts that they raised or created directly to individual customers at a defined location on a periodic basis.
- C. Definitions:
  - i. A **vendor** is the retail seller. Both farmers and non-farmers selling at a farmers' market are vendors.
  - ii. A **producer** refers to the farmer, grower, baker, creator, etc. selling at a farmers' market.
  - iii. A **member** is a vendor who is an official market participant (member of the market).

## 2. Mission Statement

- A. The Mora Area Farmers' Market serves as a community gathering place for consumers to purchase locally grown and handmade products that promote healthy lifestyles while sustaining local agriculture; to stimulate public interest and knowledge; to increase consumption of local products; and to educate the next generation about food production. Farmers, growers and producers sell their own products direct to the consumer, thereby creating a direct relationship. This market will emphasize quality, freshness, wholesomeness and creative marketing.

## 3. Supporting Structure

- A. The Mora Area Farmers' Market is an independent group

## 4. Governance

- A. Mora Area Farmers' Market Board of Directors
- B. The Board develops policies and rules to establish a framework for the operation, direction and decisions of the farmers' market.
- C. The Board monitors the effectiveness, quality, efficiency, and financial stability of the farmers' market as a means of ensuring accountability to vendors, the community, and the vendor association.
- D. The Board ensures effective and efficient operation of the organization by defining the responsibilities, authority, and accountability of the farmers' Market Manager as well as the appropriate recruiting, selection and performance evaluation processes for this position.
- E. The Board, in conjunction with Market Manager, enforces rules and regulations of the farmers' market.
- F. The MAFM will not discriminate against any person based on race, color, creed, national origin, sex, age, disability or sexual orientation.

## 5. Use

The use of the MAFM is restricted to the sale of local products from within a 50 mile radius of Mora, MN. Special exceptions may be allowed from time to time, upon the approval of the MAFM Board of Directors in response to local supply and productivity.

## 6. Market Location & Season

- A. Located at Mora United Methodist Church, 500 Clark St, Mora, MN. Vendors enter on Clark St. The public will enter from Highway 65 and park at Zion Lutheran Church, immediately north of the Methodist Church. The churches are located on Highway 65 just south of the hospital and across the highway from McDonalds and Dairy Queen.
- B. Dates: Every Saturday, beginning May 2, 2020 through the end of October 2020 (weather permitting)
- C. Time: 8:00 am – 1:00 pm
- D. Mailing Address: 2149 Highway 70, Mora, MN 55051. Attn: Mike and Valerie Prax, Market Managers
- E. Contact: 612-205-1099, [MoraFarmersMarket@gmail.com](mailto:MoraFarmersMarket@gmail.com). [www.MoraFarmersMarket.com](http://www.MoraFarmersMarket.com).

## 7. Membership

### A. Eligibility:

- i. Grower, Producer or Artisan residing within 50 mile radius of Mora, MN.
- ii. Member has paid annual membership fee and completed application.
- iii. No one will be accepted into the market without a completed application and all necessary state permits, registrations, licenses, and payment of annual membership dues, plus stall fee.

- B. **Member Expectations:** The supporting members are encouraged to comment to the MAFM Board of Directors with respect to: The overall management, operation and administration of the market; The improvement of the market, site, vendor layout, and other physical improvements; The regulation of the market, including the hours of operation, designation of stall space, charging of fees, sanitation, posting of signs and other matters of interest to the public or vendors; The advocacy and support of the market.

## 8. Fee Structure

- A. All applications will need to be reviewed prior to acceptance to the MAFM. Notification for acceptance may be given by mail, email or phone.
- B. Payments required with application submission. Refunded if not accepted by Board of MAFM.
- C. Annual Membership Fee: \$25. Annual Market Fee: \$110 for full season plus \$25 Membership Fee. Half Season Market Fee (any 13 weeks): \$55 for half season plus \$25 Membership Fee. Daily Fee: \$5 per market day AFTER \$25 Membership Fee has been paid.

## 9. Vendor Agreement

- A. The Applicant Vendor is the grower, producer or artisan resident admitted to the membership. Vendors should list ALL other family members or production employees who are to participate in the booth/stall during the current season. If selling food products, all sellers need a Cottage Food license per state rules.
- B. **Review & Jurying:** All products offered for sale must be approved by the Market Manager to ensure that the products are indeed produced by the vendor, are produced within the 50 mile radius of Mora, MN, and are of a high quality that is compatible with the other products sold at the market.
- C. **Authority:** The MAFM Board of Directors reserves the right to cancel any Vendor Application. Failure to comply with the aforementioned documents is grounds for termination for vendor membership and termination of the Vendor Application/Agreement.
- D. **Warnings:** The Market Manager will issue warnings to vendors not in compliance with these responsibilities. After a total of 3 such warnings have been recorded, the vendor will be asked to explain to the MAFM Board why the Vendor Application/Agreement should not be terminated.

## 10. Insurance

- A. Vendors assume full liability for the products they sell and hereby agree to hold the MAFM, Mora United Methodist Church and Zion Lutheran Church harmless against any claim or injury or damage by any buyer, seller, or other persons resulting from the vendor's participation in the market.
- B. The MAFM will carry general liability insurance for the market; however, it is recommended that vendors carry their own product liability insurance.
- C. The MAFM, Mora United Methodist Church and Zion Lutheran Church are not liable for any injury, theft, or damage to either the buyer or seller, or their property, arising out of or pertaining to preparation for or participation in the market; whether such injury, theft, or damage occurred prior, during, or after the market event. Seller further agrees to indemnify and hold the MAFM, Mora United Methodist Church and Zion Lutheran Church harmless for and against any claims for such injury, theft, or damage.

## 11. Product Categories

- A. All items offered for sale must be grown, raised, created or made by the vendor or a family member or a market member. All craft items must be of good quality.
- B. Produce and plant items purchased for resale are forbidden. Fresh produce must be grown by the market member. Produce should be picked as close to market time as possible and handled in such a way as to preserve the fresh quality until market opens, and throughout the market time.
- C. Eggs and meat products must be properly cooled according to MN Department of Agriculture regulations.

## 12. Booth/Stall Allocation & Requirements

- A. Vendor space may be limited to 10x10 stalls, but we are flexible.
- B. Vendors may not sell, sublet or rent booth/stall space.
- C. Disputes over stall spaces shall be heard and settled by the Board of MAFM. All such decisions are subject to appeal, to be settled by a vote of the current voting membership.
- D. Customer parking will be clearly designated and arranged to ensure safety and market visibility.
- E. Market vendors are expected to display their name or farm name at the front of the booth that identifies their farm, business or production studio.
- F. Vendors are responsible for providing all display materials for their respective booth/stall, including but not limited to tables, racks, awnings, chairs, etc., except those vendors renting the co-op booth.
- G. Vendors are responsible for setting up and tearing down all display materials.
- H. The MAFM accepts no responsibility for damage or loss to display materials.
- I. Vendors must keep their booth stall open for the entire market day and should not begin teardown before the designated market closing time. Items may not be left onsite.

## 13. Vendor Expectations

- A. At least one vendor as listed on the Vendor Agreement/Application must be present. Vendors may have a salesperson in a booth. All sellers must have a Cottage Food License if selling licensed products.

- B. Vendors shall be open and ready for business at 8:00 am, and shall stay open until 1:00 pm unless sold out of product or weather prohibits. Avoid loading during market hours to avoid a hazard to customers.
- C. All vendors will display their products neatly and attractively.
- D. Vendors are responsible for their own booths/stalls and will leave their site clean.
- E. Each vendor is responsible for his/her sales tax collection and payment where applicable.
- F. The MAFM bears no responsibility for any vendor's property at the market.
- G. Produce vendors are encouraged, but not required, to donate extra produce to the Mora Food Shelf.

**14. Market Miscellaneous**

- A. No part of the market may be used for overnight storage.
- B. No alcoholic beverages or weapons are allowed in the market or on the market grounds.
- C. No smoking is permitted in the market or on the market grounds by vendors.
- D. No live animals are permitted to be for sale, nor should there be any allowed into the market area. Should customers bring pets to the market, they should be kept in a vehicle. Horse parking will be designated if needed. Clean up of horses and pets is required of owners.
- E. At the end of the market day, all refuse must be placed in the bins provided.

**15. Food Safety and Sales**

- A. Vendors selling food products must display a Cottage Food Producer license.
- B. Baking and processed foods must be pre-packaged at the point of production. State rules prohibit packaging on-site.
- C. Containers, wrappings and gloves must be single-use only.
- D. Review MDA, FDA, DHS and USDA handouts if any questions remain.
- E. Food sampling must be conducted according to MN Department of Health guidelines.
- F. All permits and licenses required by the State of Minnesota are the sole responsibility of the vendor.  
Please consult the table below for information on what you need to submit with your vendor application.

<b>Product</b>	<b>License / Permit / Certificate Required</b>
Canned / processed / baked items produced in a licensed and inspected commercial kitchen	MN Dept of Ag Retail Mobile Food Handler License and / or other applicable license
Canned / processed / baked items produced in a home kitchen	MN Dept of Ag Cottage Food Producer Registration
Eggs and / or poultry	MN Dept of Ag Exempt Processor Form
Concession / Food Truck	MN Dept of Health Temporary Food Stand and / or Retail Mobile Food Handler License
Meat Product	MN Dept of Ag Retail Mobile Food Handler License and / or other applicable license such as Wholesale Food Handler

**16. Community Booth**

- A. A community booth/stall is available to charity and non-profit organizations at no cost for promotional or educational purposes. Any group interested in acquiring that stall shall contact the Market Manager at least one (1) week prior to the assigned day.
- B. Any products offered for sale must be approved by the MAFM Board and the Market Manager.
- C. All MAFM rules and regulations apply to the vendor and persons residing in that stall.
- D. The person applying on behalf of the community organization will be held responsible for ensuring that the booth is staffed and left in the same condition as received.

**17. Farm Inspections**

- A. The primary purpose of farm inspections will be to determine whether the participant or member is in fact producing all that he or she is selling at the market.
- B. Upon notification, participant or member must make all production areas available within three (3) days.
- C. Refusal to allow inspection is grounds for indefinite suspension.
- D. A decision regarding the inspection must be rendered six (6) days from completion of inspection, to be delivered in writing.
- E. Any member/vendor found to be in violation of this rule is immediately suspended from the market without refunds of any fees.