



**CENTRAL MINNESOTA VEGETABLE GROWERS ASSOCIATION
RULES FOR OPERATION
AT THE
MINNEAPOLIS FARMERS MARKET
2022 Season**

WHO MAY SELL AT THE MINNEAPOLIS FARMERS MARKET?

All members of the C.M.V.G.A. who have been approved, and have paid their membership and stall fees for the current year. The current renewal membership fee is \$200. The new membership fee is \$450.

1. Rules governing the operation of the Minneapolis Farmers Market must be in compliance with Minneapolis City ordinances or the lease agreement with the CMVGA and the City of Minneapolis for the operation of the Market.
2. As a member of the C.M.V.G.A., you may sell at the Minneapolis Farmers Markets, provided that your production site is within the states of Minnesota and Wisconsin. This is subject to the availability of selling space in accordance with these rules.
3. The C.M.V.G.A. members are *direct, affiliate, or associate members*.
- 3a. Growers and Producers are *Direct Members* who derive income from farming as indicated by the appropriate schedule of their income tax return.

Producers are *Direct Members* who raise livestock like beef, pork, chicken, venison, buffalo, lamb, and other commodities (i.e. honey), of their own production. Also, people who produce value added products of their own making, (example: berries that they grow to make jam & jelly).
- 3b. Grower/Producer/Resellers are *Direct Members* who grow or produce at least 50% of what they sell at the Mpls. Farmers Markets, based on dollar sales generated by the member at the Markets. All members in the A and B category, would be *Direct Members* and could vote, make motions to the floor at the general membership meetings, and hold positions on the Board.
- 3c. Resellers are *Affiliate Members* who buy products to be re-sold and do not grow or produce what they sell. (see #4)
- 3d. Processors are *Affiliate Members* who buy and source ingredients to be made into a different end use product. For example: tomatoes purchased to be made into salsa, or bakery products where ingredients are purchased. All products to be sold must have Board approval prior to being offered for sale.

All members in the C and D category would be *Affiliate Members* that would have the right to make motions on the floor and vote, but could not hold Board positions.

- 3e. Art and craft sellers are *Associate Members* who must make their own arts and crafts. They may sell at the Mpls. Farmers Market providing selling stall space is available.

Associate Members would not be able to vote on motions presented or hold positions on the Board.

4. Resellers may sell at the Minneapolis Farmers Market providing they have a permanent annual stall/s and have paid the applicable fees. They must pay the annual stall fee and the Resellers fee for the privilege of buying and reselling at the Minneapolis Farmers Markets.

Resellers may only sell locally grown or shipped in fruit, vegetables, plants, flowers, and nursery stock. They cannot handle canned goods or bottled goods or goods packaged commercially for sale. Examples of these prohibited items are canned vegetables, sauces, bottled beverages, breads and all baked goods, food mixes, packaged coffee, salad dressing, meat, fish, and poultry. They cannot sell any product designed for immediate consumption (i.e. candy snack items), or produce or any other food item presented in a manner to be immediately consumed (i.e. vegetable snack trays).

Prepackaged cut or shredded salads, lettuce, and or vegetable mixtures containing a dressing pouch or container cannot be sold at the Farmers Market. Prepackaged canned or containerized, processed and peeled garlic cannot be sold at the Farmers Market. Cellophane wrapped cauliflower, broccoli, cabbage, carrots, lettuce and mixed greens may be sold. Prepackaged produce not specifically identified above cannot be sold without Board approval.

- 4a. **Notice of Non-Saleable Produce by Resellers.** Listing of fruits and vegetables that are defined as shipped in are **Not** to be sold by resellers during the current growing season, as indicated below. Definition of 'shipped in' produce is any produce that has an origin outside of a 100 mile radius of Minneapolis that is not grown and/or produced by a member of the CMVGA.

ITEMS	PROHIBITED DATES
Apples(MN hardy Varieties)	August 15 th – November 15 th of current year
Asparagus	May 1 st -- June 30 th of current Year
Melons (all types)	August 15 th – Sept. 30 th of current year
Peppers (all types)	July 20 th – October 15 th of current year
Raspberries	July 1 st -- October 31 st of current year
Strawberries	June 1 st -- July 1 st of current year
Tomatoes (all types)	June 20 th – October 15 th of current year

A fine and penalty structure is in place to allow for compliance.

- First occurrence of non-compliance, a fine of \$500.
- Second occurrence, suspension of selling privileges.

All resellers may buy locally grown produce within the 100 mile radius or produce grown by current CMVGA members. These rules are in place to give full benefit to our grower members during the 'in season' availability of local produce.

5. Processors who make food products may sell at the market. They may hire an employee to represent them at the Minneapolis Markets to sell their product. Products that have been made by processing, cooking, baking or fermentation, to make a different product (to take on a new and different form), are allowed with Board approval. Food products that have been mixed or blended by a grower are allowed with Board approval.
6. Any plant material such as trees, shrubs and herbaceous plants offered for sale at the Market, must be grown by the seller. However, designated Resellers may buy and sell these products. Purchased material cannot be considered grown by the seller unless it has been grown on to become a product changed in form, size, or maturity and value, so as to make it a product substantially improved over its purchased condition. The holding of plant material for 30 days for greenhouse material and 60 days for woody nursery stock.

7. Membership in the CMVGA is made up of individual persons, not business names, farm names, or any partnerships.
8. Only direct members may become Board members. The Board of Directors will consist of 7 direct members, of which only one may be a Grower/Producer/Reseller. Only direct and affiliate members may vote or take part in stall drawings.
9. The first priority for stall space, for daily renters, is to *Direct Members*. Second priority is to *Affiliate Members*, and third priority is to *Associate Members*. Monthly stall rental is done at the Manager's discretion in accordance with selling space availability.
10. The Market Manager will assign any available stalls to daily renters. The Manager may pre-assign stalls to those sellers the manager so determines, to allow consideration for the harvest of crops to be sold.
11. Selling from the adjacent streets, public parking areas, or driveways, is not allowed unless approved by the Manager.
12. There is a moratorium on new resellers to operate at our North Lyndale and Nicollet Mall Markets. Current resellers may still request that the stall/s be passed forward to their children. This action would require Board approval and would be decided on a case by case basis.
13. Produce resellers will not be allowed to sell distressed fruits and vegetables at the Minneapolis Farmers Market and the Nicollet Mall Farmers Market. It is our objective to provide fresh and wholesome products to our customers.

INSPECTION POLICY

The CMVGA inspection policy has been designed to allow its Board Members or other personnel to inspect your farm, fields, greenhouses or other facilities for compliance with both CMVGA rules of operation and the City of Minneapolis licensing codes.

All growers are required to have completed the 'Land Rental Certificate' with their Landlord, if the land is rented. The certificate will be in the member's name, with a map of the growing location(s).

All growers are required to submit a production schedule/crop-plan that will outline the estimated amount of product (ex. the number of plants per crop/acreage) to be produced.

Inspections will be initiated by written complaints presented to board members or a manager, plus random inspections will also be performed.

The members that are allowed by the CMVGA to buy and resell are only designated Minneapolis licensed resellers. These members are the only ones with the ability to resell. They pay the reseller fee to buy and resell produce, flowers and other items at the North Lyndale Farmers Market and the Nicollet Mall Farmers Market. All other members of the CMVGA must produce/grow their own products.

Any members found to be in violation of this policy (buying for resale at our markets) will be subject to the following Penalties:

- **First Offense:** \$500 fine and immediate 2 week suspension from both markets.
- **Second Offense:** Suspended indefinitely.

ANNUAL STALL RIGHTS

1. Annual stall renters, by definition, are renters that rent a designated stall and pay rent by the year. An annual stall renter has all occupancy rights for assigned annual stalls. All annual stalls are renewable each year to members in good standing. Daily stalls by definition are just that, daily, for a period of one day.

2. A stall shall not be sublet by the annual stall renter, only the Market Manager has that authority. Stall rent collected from members shall be revenue of the C.M.V.G.A.
3. A permanent annual stall renter has the first choice of any available adjacent stall. If that annual renter does not want the stall, it will go up for drawing. All non-conforming selling spaces next to walkways that are given up for annual rental by any member, will then be retained for daily or monthly rental unless taken by the adjacent annual stall renter at that time. The maximum number of stalls is three, for both daily and annual renters.
4. Notice of any stall drawing for any stall that has become available, will be mailed out to all members 30 days prior to the general membership meeting each year.
5. Requirements to be eligible for the stall drawing are: has been a direct or affiliate member for five consecutive, immediate years and is participating for the sixth year. No new additional resellers are allowed. The CMVGA member must be present to be included in a stall drawing. No drawing by proxy or spouse. Associate members may not participate in a stall drawing nor have an annual stall.
6. Annual stall rights are dependent upon the vendors being in their stall/s by 7:00 a.m. If they cannot do that, they must contact the manager to give a time of arrival. If the vendor does not appear at the time designated, the stall shall be rented to any daily renter wanting selling space. If the vendor is appearing for the first time of the season, or they know that they will not be attending a Saturday market day, they must give 36 hour notice to the Market manager or a \$50 fine will be enforced.
7. In the interest of providing annual selling space to a greater number of Grower & Producer members of our association, Reseller stall/s will be reassigned to other members if such stall/s are not used on an active and continuous basis by the stallholder for a period of three years. If the stallholder has not used the stall/s for three years, the stall/s then will be forfeited for not being used by the stallholder and any forfeited stalls would be reassigned. If you will not be using your stalls for a prolonged period of time, you must notify the manager of your absence.
8. Annual stall rental privileges may be passed on from the annual renter to their spouse, first, and then to their son or daughter, in the event the annual stall renter passes away, retires, or does not want to continue. Stalls cannot be passed on to other family relatives or to any other individuals. The Board of Directors must approve any annual stall rental changes.

ADJOINING STALL RIGHTS

These stall rights allow annual rental of a stall, providing the annual stall renter is not going to be using the stall and has provided this information to the Market Manager. Stall rights are first offered to the adjoining stallholder, then if the adjoining stallholders do not want the stall, a drawing will be held for the stall.

1. People renting a stall on Adjoining stall right's basis, must pay full annual stall rental.
2. The renter of the adjoining stall has the first choice as the renter, and must pay the annual fee for the stall.

ANNUAL RENTAL RATES

ANNUAL - \$1000.00 per stall (must have permanent assigned stall), Non-Conforming selling space (NCSS) \$850.00

RESELLERS FEE - \$900.00 per stall

*(Resellers pay an additional \$900.00 fee for being able to buy and then resell goods, plus the annual stall rate of \$1000.00 thus making their annual rate **\$1,900.00** per year. NCSS would be **\$1750.00** per year.)*

MONTHLY RENT - \$600.00 Provides selling space everyday for one calendar month. This is available only when there is space available. All monthly rents must be paid prior to the month rented. One calendar month means the first day of the month to the last day of the month. (i.e. July 1 through July 31)

ICF FEE (Immediately Consumable Foods)

North Lyndale - \$200.00 per month or \$50.00 per week, whichever is greater.

This fee is charged to those members selling immediately consumable foods that would allow immediate consumption at the market.

DAILY RENTERS

Daily renters should also mail the membership application form. A membership number will be assigned upon receiving your payment and that number will be written on your receipt that you will receive by return mail.

DAILY RENTAL RATES

MONDAY - THURSDAY	\$ 10.00 per stall
FRIDAY	25.00 per stall
SATURDAY	50.00 per stall
SUNDAY	50.00 per stall
Daily stall rent CAP is \$1600.00 per stall at North Lyndale.	

DAILY RENTAL RATES for RESELLERS

MONDAY - THURSDAY	\$ 20.00 per stall
FRIDAY	50.00 per stall
SATURDAY	100.00 per stall
SUNDAY	100.00 per stall

NOTICE TO ALL ANNUAL STALL RENTERS

2022 Membership fees and the first half of annual stall payments are due by February 1 2022. Late fees (\$25/membership and \$100/stall) will be applied to payments made after February 1 2022. The second half of the annual stall fees are due August 1 2022. Late fees will also be applied to payments made after August 1 2022.

No use of a stall by a member can take place until all stall and membership fees have been paid.

Late notices will be (e)mailed out for all fees not paid on time.

With an appeal to the Board, any member enduring catastrophic health or crop damage due to weather may apply for an extension of payment deadlines. This hardship provision is subject to Board approval.

LIMITATION ON NUMBERS OF STALLS THAT CAN BE RENTED

If a monthly stall renter has a particular stall/s for a particular month, that monthly stall renter can rent that particular stall/s for the next month and/or for the same month next year if that stall/s is available. If this is not possible, that current monthly stall renter will be assigned an available stall/s at the discretion of the Market Manager. A member may rent a maximum of three stalls annually or monthly. During the weekdays, if space is available, a member may rent up to 4 stalls.

STALL DIMENSIONS

1. All dimensions of stalls must be obeyed. No merchandise may be placed beyond boundary lines.
2. Two or more daily stall renters may share a stall providing the daily fee is paid. This is subject to the approval of the Manager.

DAYS AND HOURS OF OPERATION

April - November
6 am to 1pm, Daily

BLOCKING VEHICLE OR FOOT TRAFFIC

1. No blocking the street area or the stalls.
2. All shed entrances of the Market must be open plus all walkways on the end of each row.

SALE OF IMMEDIATELY CONSUMABLE FOODS AND BEVERAGES

1. Any food or beverage, prepared or processed to be sold and then consumed, in part or all, within the time the purchaser or recipient is at the Farmers Market, is considered to be an Immediately Consumable Food (ICF), that requires a Market Food Manufactures license from the City of Minneapolis and vendors must pay an ICF fee as additional rent to the C.M.V.G.A.
2. The CMVGA board will determine what ICF food items can be sold by a member vendor.
3. Authorized vendors selling ICF will pay C.M.V.G.A. additional rent for ICF sold. This rental charge is \$200.00 per month for North Lyndale or \$50.00 per week, whichever is greater.
4. Extraordinary treatment will not be provided to sellers of ICF. Any vendors of ICF will be provided selling space in accordance with space availability.
5. All vendors selling ICF are responsible for paying all applicable sales tax.

BANNER AND SIGN REGULATION

1. Banners may be used, but can only identify the farm or company name and product. There is to be no more than 1 banner per stall, and/or not to exceed 3'x10' per vendor. Banners and portable identification signs cannot exceed 30 square feet per vendor, regardless of the number of stalls. The manager has the right to disallow any banner he determines not appropriate.
2. There will be no new tripod or easel signs without the Manager's approval. These signs, if approved, can be no larger than 2 feet by 3 feet. All pricing and product identification signs cannot be larger than 8 ½ X 11 inches.
3. Inappropriate signs will not be allowed by the Market Manager. Minnesota statutes State, "Cooperative efforts to make markets less competitive are not a restraint of trade." (Section 308.80)
Adopted 8/9/96

LIABILITY INSURANCE

The CMVGA General Liability Insurance Policy, names only the Association as its named insured, not specifically its vendors or members. **Therefore, all members must have a liability insurance policy to sell at the Minneapolis Farmers Markets; North Lyndale and Nicollet Mall Market.** A Member would not be defended nor indemnified by the Association's policy. For example, if a member sells a product that causes or is alleged to have caused food poisoning, and both the Association and the member are sued, the Association would be covered, but the member would have to provide their own insurance coverage that would have to respond to the suit against the member. It is cost prohibitive to have the CMVGA liability policy cover all its members as insured.

DISORDERLY CONDUCT RULES

1. Any member or their employees engaging in any physical or verbal disorderly conduct at the Minneapolis Farmers Markets will result in immediate suspension of the member, possible expulsion and a \$100.00 fine or termination of membership in the C.M.V.G.A. and forfeiture of stall/s. This rule

applies to member versus member, member versus customer, and member versus management in any physical or verbal disorderly conduct.

2. Members are responsible for the actions of their employees. Therefore if an employee engages in physical or verbal disorderly conduct while on Market property, the CMVGA member of said employee will be suspended immediately. However, the suspension will then be reviewed by the Board of Directors.
3. Any employee who engages in any physical or verbal disorderly conduct will immediately not be allowed at the Minneapolis Farmers Markets.
 - Offensive physical gestures and/or profane language used by a member or employee is considered disorderly conduct.

MINNEAPOLIS FARMERS MARKET CUSTOMER & VENDOR VEHICLE PARKING POLICY

Vendor vehicles and vehicles of vendor employees shall **NOT** be parked on the following streets or parking lot areas on weekends (Saturdays and Sundays).

Streets:

Border Avenue from Highway 55 to Holden Street
Holden Street from Border Avenue to Royalston Street
3rd Avenue anywhere or anytime
Caesar Chaves anywhere or anytime
Lakeside Avenue from Caesar Chaves to Border Avenue

Lots:

American Office Parking Lot
Anywhere under 94 North of Glenwood Avenue

Vendor's vehicles plus employee vehicles should be parked in the lot between West Lyndale Avenue North and East Lyndale Avenue North south of Glenwood Avenue; this is also a lot to accommodate trucks larger than one ton. Vehicles cannot park under I-94 north of Glenwood Avenue.

The lot at the Traffic Engineering Building at 315 Border Avenue is for Minneapolis Farmers Market Vendors ONLY and not intended for Farmers Market Annex vendors or customers due to the CMVGA liability insurance coverage and use agreement with the city of Minneapolis that we have in place. All vendors please try to car-pool from outlying streets to allow for the convenience of our customers.

Parking is not allowed anywhere on Border Ave. by vendors or employees or volunteers helping vendors. Vendors are not allowed to park on Lakeside Ave. as it runs parallel to Lyndale Ave. North.

OTHER GENERAL RULES FOR OPERATION

1. No live animals can be sold, given away, or brought to the market with exception to service animals.
2. Smoking or other tobacco use is not allowed by anyone within the Mpls Farmers Market location. Also, use of electronic cigarettes is not allowed by vendors (members and their employees) within their selling areas.
3. Sellers MUST guarantee customers satisfaction for all goods sold. Requested refunds should be honored or the Manager shall be asked to intervene for a decision on the request.
4. It is mandatory that stalls be kept clean by renters at all times. Daily sweeping is mandatory as part of the renter's duty. This means your entire stall, to include the parking area, regardless of the condition upon arrival to the market. Stalls must be swept before leaving. Stalls will be reviewed for cleanliness. Any stalls not clean will result in a fine. ALL sellers need to have their own brooms. **DO**

NOT rely on a Market broom being available. Rubbish and garbage (this includes any garbage found in your stall at the beginning of any given day), must be removed by each individual seller on a daily basis. Failure to abide by this rule will cause a fine to be levied.

5. No hawking or over exuberant pressure to draw people to one's stall to buy is allowed.
6. No radio or other amplified sound equipment will be allowed to be played in the stall area without Manager approval.
7. No part of the Market may be used for overnight storage including vehicle parking unless approved by the Market Manager. No storage will be allowed in restroom or in the office, unless allowed by the Market Manager.
8. Any watering of plants will be done with watering cans. Hoses will not be used for watering purposes unless approved by the Manager.
9. The Market telephone is to be used for Market business only, on a limited basis. No personal outgoing calls. Conversation must be limited to three minutes.
10. Sellers requiring electrical usage will be charged a fee as set forth annually by the Market Manager. All electrical fees will be paid in advance of usage. The minimum fee is \$50.00 per unit per season at the North Lyndale location.
11. No one under the age of 18 years is allowed to sell at the Market without their parents or another adult family member.
12. All sellers must be properly dressed when on the Market premise:
 - * All sellers must wear footwear at all times.
 - * All sellers must wear shirts or tops properly buttoned.
 - * All sellers must wear clean clothes.
13. All containers used for picking vegetables (Ex: 5 gallon buckets) must be of an approved type and be cleaned regularly. Any dirty buckets or any chemical buckets will be taken away. Sellers will not be able to sell produce stored in chemical buckets or containers. Only food service containers should be used.
14. Any spray bottles used to keep produce fresh must be of an approved type. NO refilled Soap or chemical bottles (for example: Windex sprayers).
15. All vehicles must be kept clean. Produce and chemicals are not to be stored together in the same vehicle. No foul smelling trucks and or vans.
16. Rags will not be allowed for use in cleaning produce. Only paper towels that are disposable can be used.
17. No washing of vegetables or other produce will be allowed at the Market.
18. Hand washing must always be done before returning to your selling stall when using restroom facilities. Do not leave the restroom without washing your hands with soap and hot water. Rinsing is not enough. USE SOAP!
19. All members are subject to an on- site inspection of greenhouses, gardens, and field crops, to verify the production of the product being sold at the Mpls. Farmers Market. Members must allow for inspection of products when requested, or they will not be allowed continued participation at the Mpls. Farmers Market.

20. All members with complaints shall bring their complaint in writing to the attention of the Market Manager or any Board Member. Any complaint presented to the Manager or Board Member, will be heard at the next Board of Directors meeting.
21. Purchasers of businesses from individuals who are or were members at the Minneapolis Farmers Market does not allow any stall selling space or membership as part of the business purchase.
22. Shippers from outside this designated production area and wholesale houses, making deliveries to Resellers at the Market may do so providing the product has been ordered in advance of delivery. No additional sales of "extra" products will be allowed at the Market. Delivery will be made only to those Resellers ordering products in advance.
23. Resellers may sell treetops, wreaths and ornamentals through the Sunday before Thanksgiving. However, they may not sell Christmas Trees at any time. Only the designated Christmas Tree sellers may sell them.
24. Christmas tree selling season is from Thanksgiving Day to Christmas Day. Set up for tree sales shall not be done until the Sunday before Thanksgiving unless approved by the Manager.
25. No food can be consumed by any vendor within any stall that is selling produce or food. This includes canned beverages. Bottled beverages with a cap or seal are permitted, as is coffee in a cup with a lid. No beverages or food to be consumed by the vendor is to be on selling tables.
26. All on-site media inquiries should be directed to the Market Manager(s).

ALL RULES MUST BE FOLLOWED

These rules must be followed by all members and any employees working on their behalf. Employees must comply with any requests to correct any rule not being observed. Fines will be issued for non-compliance.

These rules also apply to the Nicollet Mall Market or any other Market operated by the C.M.V.G.A. An addendum of rules also applies to Nicollet Mall.

VIOLATIONS OF OTHER GENERAL RULES FOR THE OPERATION LISTED ABOVE

- A. In case of a violation of rules, the violator will be given a \$25.00 penalty fine.
- B. In the case of a second violation, the renter will be levied a \$50.00 penalty. With a third violation, within the current season, the renter will not be allowed to operate at the Farmers Market.
- C. Fines/Penalties must be paid at the time they are levied, however, they may be appealed to the C.M.V.G.A. Board at the next regularly held meeting. All renters receiving acknowledgment of two violations must appear at the next regularly, scheduled Board Meeting.
- D. The Market Manager has the right to terminate sale of any produce, fruit, flowers, or any other agricultural product if unacceptable.