

# Alachua County Farmers' Market Rules and Regulations

*EFFECTIVE 8 JANUARY 2000*

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## PURPOSE

HEREIN KNOWN AS ACFM, INC. WE ARE A NOT-FOR-PROFIT CORPORATION WHOSE PURPOSE IS TO CONDUCT FARMERS' MARKETS IN THE COUNTY OF ALACHUA WHERE GROWERS OF PLANTS AND KEEPERS OF BEES SELL THEIR PRODUCTS DIRECTLY TO CONSUMERS.



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## CHAPTER I. DAYS AND HOURS

(Days are year around except as noted.)

Saturday 8:30 AM -1:00 PM/US 441-34th St. Location  
Thursday\* 8:30 AM -1:00 PM/US 441-34th St. Location

\*The Thursday Market at US 441 will operate only on days that there are a sufficient number of growers as determined by the Chief Operations Officer (herein known as "C.O.O.").

The rules and regulations set forth herein shall be known as the "Market Rules and Regulations."

## CHAPTER II. DUES AND FEES

GENERAL STATEMENT: In order to sell fruits, honey, plants, or vegetables at any market managed by the Alachua County Farmers' Market, Inc. (herein known as the ACFM, Inc.), the seller must pay dues, a selling space fee and an inspection fee as set forth below. "ANNUAL SELLERS" pay dues and fees for privilege to sell at any Market managed by the ACFM, Inc. for the period of April 1 to the following March 31, herein referred to as the "Market Year." "DAILY SELLERS" pay dues and fees each time they sell at any Market managed by the ACFM, Inc. "YOUTH ORGANIZATION SELLERS" pay selling space fees but are exempt from dues and inspection fees as provided under C, below.

A. ANNUAL SELLER. A grower who elects to pay Annual Seller Dues, an Annual Seller Space Fee, and an Annual Inspection Fee as set forth below, becomes a regular (voting) member of the ACFM, Inc. (a "regular voting member" is hereafter called "Member"). A Member is entitled to vote on ACFM, Inc. matters and is eligible for nomination to the Board of Directors as set forth in the By-Laws of the ACFM, Inc. For purposes of these Market Rules and Regulations, a Member shall either be the person legally responsible for an agricultural operation or their designated individual.

1. ANNUAL SELLER DUES of \$125.00 are for the privilege to sell during the entire Market Year.
2. ANNUAL ASSIGNED OR UNASSIGNED MARKET SELLING SPACE FEE. Selling spaces at the US 441-34th St. location are leased from the Corporation for an annual period as set forth, below. Assigned spaces are leased on or before the third Thursday of March as described in Chapter IV. Unassigned spaces include any space that is not leased and/or occupied 30 minutes before the opening of the Market for sales. Space rental fees are as follows:
  - a. Annual assigned (under roof) \$240.00 + tax
  - b. Annual assigned (outside of roofed area) \$200.00 + tax
  - c. Annual unassigned (inside or outside)\* \$150.00 + tax

\*Owners of these lease agreements have the first opportunity to set up in any unoccupied space at the beginning of each selling day.

B. DAILY SELLER. The Daily Seller does not vote on any ACFM, Inc. matters and is not entitled to attend ACFM, Inc. meetings. A Daily Seller is subject to all of the Market Rules and Regulations set forth herein.

1. DAILY SELLER DUES of \$10.00 are for the privilege to sell one (1) day with a maximum of \$20.00 per Market Year.
2. DAILY SELLING SPACE FEES:
  - a. Saturdays \$10.00/day + tax
  - b. Thursdays at Market \$5.00/day + tax
  - c. Daily Seller Space Fees are paid each day that a Daily Seller chooses to sell at any market managed by the ACFM, Inc.

C. YOUTH ORGANIZATION SELLERS. Youth organizations including those affiliated with churches, schools, or service organizations (local or national) are permitted to sell as "Youth Organization Sellers" at the discretion of the C.O.O. with all of the rights and requirements of Daily Sellers. Said Youth Organization Sellers are exempt from inspection fees and dues as long as the Organization retains the designation "Youth Organization Sellers," but are responsible for Selling Space Fees as listed under Daily Selling Space Fees in B., 2 above.

D. ANNUAL INSPECTION FEES (Purpose and mechanics of inspections are described in Chapter VI, Grower Inspections).

1. Annual Inspection Fee for farms, gardens, greenhouses, groves, orchards, hydroponic systems, apiaries, etc. (herein called "Agricultural Operation") in Alachua County is \$30.00/yr.
2. Annual Inspection Fee outside Alachua County is \$30.00/yr plus a fee for mileage, (rate specified by the U. S. Internal Revenue Service) and estimated time (pro-rated hourly salary) that will be spent by C.O.O. in driving to and from the Alachua County line nearest to the Agricultural Operation. These fees may be adjusted to reflect changes in the C.O.O. salary or the IRS mileage rate.

E. OTHER CONSIDERATIONS ABOUT LEASING SELLING SPACES:

1. An eligible grower may lease only one annual assigned space.
2. There will be no reimbursements made for dues or fees for growers who leave the Market or receive sanction (s). However, fees may be reimbursed, at the discretion of the Board of Directors (B.O.D.), in case of death, disability, illness in the family or other considerations.
3. Daily Selling Spaces are those Annual assigned and/or unassigned Market Seller Spaces that are not occupied by the 8:00 AM Deadline as set forth in more detail in Chapter III, below.

**Reminder: The total cost to sell at the Market is the sum of Dues, Annual Inspection Fee and Selling Space Fee.**

### **CHAPTER III. SETUP FOR SALES**

- A. Members with an Annual Assigned Market Selling Space may begin setting up in said Space at 5:00 AM and must leave the Market selling area by 1:30 PM (unless arrangements have been made with the C.O.O.).
- B. Market day space assignments: All spaces that are unoccupied at 8:00 AM (thirty (30) minutes before the opening of the Market for sales to regular customers) will be available to sellers subject to provisions for prior arrangements, priority and inclement weather. Members with an Annual Assigned Market Selling Space that cannot make the 8:00 AM deadline must make prior arrangements with the C.O.O. or their spaces will be placed in the pool of unoccupied spaces. Priority for unoccupied selling spaces will be given to:
  - 1. Members who have paid the Annual Unassigned Selling Space Fee.
  - 2. Growers who qualify as Daily Sellers.
- C. During inclement weather, the C.O.O. will move as many growers under the shelter as possible. During slow market days, the C.O.O. will attempt to keep the selling areas compact by encouraging outside people to move inside.

### **CHAPTER IV. ASSIGNMENT/PURCHASE OF SELLING SPACE**

- A. To renew lease of an assigned space for the next Market Year as defined under Chapter II, a member must give the C.O.O. the following, on or before 7:00 PM of the "Annual Space Assignment Meeting" of the full Market Membership:
  - 1. A signed Growers' Permit for the new Market Year.
  - 2. A signed Membership Application for the new Market Year.
  - 3. Certificates of Inspection required for any products the leaseholder intends to sell during the new Market Year.
  - 4. Annual Seller Dues for the new Market Year.
  - 5. Annual Assigned Market Selling Space Fee for the new Market Year.
  - 6. Annual Inspection Fee (For those Agricultural Operations existing outside Alachua County, the Annual Inspection Fee will be estimated by the C.O.O.) for the new Market Year.
- B. At the "Annual space assignment meeting," which will be held on the third Thursday of March, any previously assigned space whose lease has not been renewed prior to 7:00 PM along with all unassigned spaces will be offered for lease to members on a lottery basis. The initial lottery will include all members that have participated in the Market as Members for at least 5 years. After this pool is exhausted, the remaining spaces will be assigned based on a lottery drawing of the rest of the Members. Members entering either lottery must have paid their Annual Seller Dues, Annual Inspection Fee and have their Growers' Permit and Membership Application & Fee Receipt on file. Members winning the rights to an assigned selling space must pay the appropriate fee as soon as they accept that space.
- C. Members purchasing a lease on an "annual unassigned space" must pay their Annual Seller Dues and selling space fee before selling at the Market. However, if they are serving on the B.O.D., they must pay all fees prior to April 1.
- D. Dues, Inspection Fee, and Selling space fee must be paid in one lump at the time the grower elects the type of participation desired. Exceptions including hardship cases will be considered by the C.O.O. or B.O.D. upon appeal by the grower.

### **CHAPTER V. GROWER/PRODUCT ELIGIBILITY REQUIREMENTS**

- A. Eligible Grower/Beekeeper: Growers eligible to sell at markets managed by the ACFM, Inc. must have financial responsibility for and control over all operations pertaining to the production of a crop, from land preparation, to harvesting and handling of the finished crop. Similarly, keepers of bees eligible to sell at markets managed by the ACFM Inc. must have financial responsibility for and control over all phases of honey production. Additionally, eligible growers and beekeepers must:
  - 1. personally grow crops or keep bees in the State of Florida;
  - 2. possess a current Growers' Permit from the appropriate County Extension Office;
  - 3. possess Certificate of Nursery Registration, Apiary Inspection Report or any other certificates or documents required for their products;
  - 4. have signed a current Membership Application & Fee Receipt with the ACFM, Inc, which requires the grower to support and abide by the Market Rules and Regulations; and
  - 5. have paid all dues and fees as required by the ACFM, Inc.
- B. Partnerships or family operations may be certified as an eligible grower or beekeeper. However, to qualify as an eligible grower/beekeeper, partnerships composed of at least one non-family member must provide legal proof of the business relationship.
- C. Eligible Products: Products sold at a Market managed by the ACFM, Inc. must have been grown by an eligible grower and be in one of the product groups listed below:
  - 1. General Product Eligibility:

- a. Any fresh or processed apicultural (bees or the production of honey), aquacultural (marine life, plants, alligator), avicultural (birds, including but not limited to, poultry, ostrich and emu), dairy, horticultural, fish or seafood, livestock, forestry, viticultural (grapes and value-added products derived therefrom), agricultural or other farm or garden product.
2. Specific Living Plant Eligibility:
    - a. Living plants defined as the following:
      - i. plants with roots that have been started from parts of plants used for propagation, which includes seeds, bulbs, corms, tubers, roots, stolons, rootless cut plant parts, regenerated tissue cultures.
      - ii. plants that had roots at the time of purchase (i.e., plants purchased for resale) and were then maintained for a period of time as listed:
        - woody ornamentals: at least 6 months.
        - succulents, tropical or perennial: at least 3 months.
        - cycads: at least 6 months.
        - annuals purchased as seedlings: at least 4 weeks.
        -
      - iii. parts of plants such as flowers cut or otherwise removed from any eligible crop.
  3. Proof of all required local, state, and federal licensing requirements, permits, inspections, etc. for each product must be provided to the Market to insure compliance and eligibility of each product.
- D. Acceptable packaging: Plants or honey can be displayed in any container or packaging but can be sold (customer accepts delivery) only in the following:
1. Bags composed of:
    - a. Plastic bags. All sizes of clear, translucent or opaque bags that are new or recycled in the shape of plain, mesh, or net. Common designs such as advertising are permitted.
    - b. Paper. Any size, any color, with or without common designs.
    - c. Cotton or other natural fabric as net bags.
  2. Containers:
    - a. Plastic (clear, tinted or colored) with smooth or mesh surfaces either as a container, or flower tube.
    - b. Clay pots for cactus and other ornamental plants.
    - c. Paper containers.
    - d. New or recycled glass or plastic jars for honey only.
    - e. Wraps made of water absorbent paper, regular paper, newspaper or plastic.
    - f. Bands or strings of any color and size that are composed of twine, cotton, plastic or natural rubber, whose sole purpose is to band or hold the product together.
    - g. Glass jars and metal lids for items listed under Chapter V, Item C.
- E. Packaging whose primary purpose is to add value is expressly prohibited. Prohibited packaging includes but is not limited to:
1. any material or container with ornate surfaces;
  2. material with a designed, sculpted, or cast surface;
  3. any pottery except for plain clay nursery pots;
  4. vases of any sort;
  5. any packaging composed of woven plant material;
  6. ribbons or ribbon-like material; or
  7. valuable metal such as copper, bronze, stainless steel, pewter, tin, brass, brushed aluminum.
  8. any packaging not listed under D, "Acceptable Packaging" above unless specifically approved by the C.O.O.
- F. Ineligible products, which are expressly prohibited from being sold at markets managed by the ACFM, Inc. include:
1. any product that is not included in the listed product groups, above.
  2. any crop sold by someone who does not qualify as an eligible grower of that crop, which includes but is not limited to sales of purchased crops, gifts, goods received for services rendered, payment in kind or bartering, products harvested from public lands (unless grower has current lease agreement with appropriate governmental agency to grow a crop on that land), or products harvested or gleaned from another person's crop.
- G. Any violation of the rules set forth in Chapter V is a violation and breach of the Market Rules and Regulations.

## **CHAPTER VI. GROWER INSPECTIONS**

- A. To ensure that eligible growers and beekeepers sell only what they produce as specified on their Membership Application & Fee Receipt with the ACFM Inc., the B.O.D. instructs the C.O.O. or other representative of the B.O.D. to audit (inspect) all new market members. All new members, either daily or annual, will be inspected within thirty (30) days of membership acceptance by the Market. All members who have been inspected would not be reinspected unless evidence that a potential problem with products exists. Inspections by agricultural extension agents or their assigns may be requested and accepted by the Market. All members, upon application or renewal of membership, will be required to sign a legal

affidavit stating that all products sold at the Market were personally grown by the member. Any inspection fees would be charged at time of inspection only. If a question about compliance arises, additional inspections may be required.

- B. Inspections: The C.O.O. (if not available, a representative of the B.O.D.) will select a peer grower to accompany him or her on the various inspections. The peer grower witnesses the inspection and, if asked, may advise the inspection team leader, (the C.O.O.) as to the legitimacy of the agricultural operation. Prior to visiting an agricultural operation, the inspection team will make an appointment with the grower and inform that grower what crops will be inspected. Growers must produce evidence that they own, manage or rent the acreage or operation shown to the inspection team. This evidence includes but is not limited to:
1. possession of real estate tax receipt with legal description of location of operation.
  2. principal dwelling is contiguous with the agricultural operation.
  3. deed, rental agreement or legal contract that specifies location of operation and growers relationship with that operation.
  4. evidence that a crop has been produced by the inspected grower including one or more of the following:
    - a. crop plants of the same stage of development or nearly so as those sold are on premises.
    - b. stubble from harvested crop is visible at production site.
    - c. freshly tilled field still has remains of crop.
    - d. seed packets, records of seed purchase, or records of plant purchase.
    - e. specialized crop production equipment such as trellises or stakes, hydroponics systems, greenhouses, shade-cloth houses, or any other related equipment.
    - f. written history of the crop or crop log, which might include dates of planting, taking cuttings, pesticide applications, harvest, certain production practices such as tying, pruning, shaping, or "stepping up."
    - g. any records that would be accepted in an IRS audit, such as receipts for soil, pots or other grower supplies.
- C. Emergency inspections shall occur if the C.O.O. or person acting as the C.O.O. receives a signed complaint or has reason to suspect that an ineligible product has been sold at the Market. Each case will be evaluated on its merits; emergency inspections will not be made unless there is probable cause. An inspection team formed as above will contact the grower to arrange an inspection within 3 days of receipt of the complaint. The grower will be informed of the product(s) alleged to be ineligible. Proof that the alleged ineligible products were, in fact, eligible includes one or more of the items relating to an annual inspection.
- D. Failed inspections: A failed inspection is one in which the inspection team fails to find evidence that the grower being inspected produced the items being or having been sold at the Market. If the evidence involves a lack of documentation for production of a crop, the C.O.O. or designated inspection team leader will allow the grower up to 7 days to produce the necessary documents. If such necessary documentation is not produced, the grower shall have failed his or her inspection and such failed inspection shall be a violation and breach of the Market Rules and Regulations and subject to the enforcement procedures set forth in Chapter IX, below. In addition to the enforcement procedures set forth in Chapter IX, below, any grower who fails an inspection shall also pay the reasonable costs incurred by the ACFM, Inc. in the inspection
- E. Any violation of the rules set forth in Chapter VI is a violation and breach of the Market Rules and Regulations.

## CHAPTER VII. SOLICITATION

Solicitation in the Market Place is prohibited except as set forth below.

- A. Solicitation is defined as the act of seeking to obtain anything by persuasion, entreaty, canvass, oral or written request, enticement or formal or informal application by word or deed. Begging is defined as asking for or making a plea for money or other things of value. Begging is prohibited in the Market Place except for solicitation by charitable organizations authorized by the C.O.O.
- B. Market Place, for purposes of these Market Rules and Regulations, is defined as the selling spaces, as well as the parking area and the pathways and the roadways surrounding the selling spaces of any farmer's market managed by the ACFM, Inc.
- C. A grower may orally and through written advertising materials solicit any and all customers visiting a grower's selling space in order to encourage customers to purchase that grower's eligible products. However, a grower shall not solicit any customer while said customer is visiting any other grower's selling space.
- D. Space outside of the assigned and unassigned selling spaces is available, upon request to the C.O.O., for the exercise of non-disruptive speech and dissemination of written materials. The purpose of the Market Place is to provide a space where growers can sell eligible products. The assigned and unassigned selling spaces of the Market Place shall only be used for such purpose.
- E. The solicitation rules set forth in this Chapter apply with equal force to Members as well as Daily Sellers. In addition these solicitation rules apply with equal force to any and all persons who are assisting Daily Sellers or Members regardless of whether said persons are family of Daily Sellers or Members or are paid or unpaid employees or assistants of Daily Sellers or Members. A Daily Seller or Member shall be liable for the behavior of any person assisting or associating (as a family member) with said Daily Seller or Member in the Market Place. Any violation of the solicitation rules set forth in this Chapter shall be a violation and breach of the Market Rules and Regulations.

## CHAPTER VIII. CODE OF CONDUCT

The Code of Conduct set forth below applies to all Daily Sellers and Members as well as to the family of Daily Sellers and Members and any paid or unpaid individuals who are assisting Daily Sellers and/or Members in the Market Place (hereafter Daily Sellers, Members, and all individuals assisting Daily Sellers or Members or the family of Daily Sellers or Members shall be referred to as "Persons" or "Person"). Daily Sellers and Members shall be responsible for the behavior of all individuals assisting said Daily Sellers and Members or who are in the family of said Daily Seller or Member and any violation and breach of this Code of Conduct by any Person shall be treated as a violation and breach of the Market Rules and Regulations. Any violation and breach of this Code of Conduct by any individual assisting or associated (as a family member) with a Daily Seller or Member shall be treated as if the Daily Seller or Member violated and breached this Code of Conduct.

### The Code of Conduct is as follows:

- A. Alcoholic beverages and illegal drugs are prohibited in the Market Place. Persons who are legally intoxicated or who are in possession of any alcoholic beverage or illegal drugs are in violation and breach of this Code of Conduct and shall be removed from the Market Place. The C.O.O. shall be empowered to enlist the assistance of any law enforcement officer to effect the removal of any person violating this or any other section of the "Market Rules and Regulations."
- B. No Person shall engage in the following acts:
  - 1. Physically contact another person with intent to harm, injure or intimidate said other person;
  - 2. Defame or ridicule another person's intelligence, products, appearance, way of speaking, ethnicity, family, sex, sexual preference, religion, or race. Unwelcome statements or physical attention that repeatedly persists after a reasonable request that such acts be halted will be considered to violate this provision;
  - 3. Engage in solicitation except as set forth and permitted in Chapter VII, above;
  - 4. Carry or have in his or her possession in the Market Place any firearm or other weapon of any type, or any explosive or firework of any type except that members of law enforcement agencies or holders of concealed weapons permits may possess the permitted weapon in a concealed location which includes but is not limited to a glove compartment of their vehicle;
  - 5. The repeated commission of the acts set forth in 1, 2, and 3, above, shall be a violation and breach of this Code of Conduct. One (1) commission of the act set forth in 4, above, shall be a violation and breach of this Code of Conduct.
  - 6. Members are not permitted to engage in acts that interfere with the Corporation's legal business affairs. This includes any act that would specifically jeopardize the Corporation's ability to negotiate contracts or fulfill established contract obligations.
- C. Persons shall not sell any eligible products or other items prior to the sounding of the opening bell. Prior to the sounding of the opening bell, Persons may transact sales only to Daily Sellers, Members or their representatives. Repeated selling before the opening bell shall be a violation and breach of the Code of Conduct.
- D. Members, Daily Sellers or other persons with responsibility for a selling space must clean that selling space before leaving the Market Place. All plant debris, bags or other materials must be removed from the selling space as well as the customer walkways around that space before the grower or their representatives leave the Market Place. Props used to aid selling must be removed from the Market Place when the Member or Daily Seller leaves. The repeated failure to clean selling spaces as set forth in this Section shall be a violation and breach of this Code of Conduct.
- E. Persons may only bring Seeing Eye dogs into the Market Place. All other types of animals are prohibited from the Market Place. Repeated refusal to remove non-seeing eye dogs and other animals from the Market Place is a violation and breach of this Code of Conduct.
- F. No Member, Daily Seller or other person shall sell, convey or transfer any ineligible product in the Market Place. An ineligible product is any product or thing not described in Chapter V, above. One (1) sale or conveyance of any ineligible product in the Market Place is a violation and breach of this Code of Conduct.
- G. No Member, Daily Seller or other person shall repeatedly sell, convey or transfer products contained wholly or in part in an ineligible package as defined in Chapter V, above. Repeated sales or conveyance in the Market Place of products in an ineligible package is a violation and breach of this Code of Conduct.
- H. As used in this Code of Conduct and these Market Rules and Regulations, the words "repeated" or "repeatedly" shall mean the commission of a prohibited act two (2) or more times.
- I. Any violation and breach of the Code of Conduct shall be punishable by sanctions ranging in severity from a verbal warning with a written reprimand by the C.O.O. to the suspension of the Member's or Daily Seller's selling privileges for a period of three (3) months or one (1) year as set forth in more detail in Chapter IX below, to termination and cancellation of membership for members as set forth in the By Laws.

## CHAPTER IX. ENFORCEMENT OF CODE OF CONDUCT AND RULES AND REGULATIONS OF ACFM, INC.

Members of the ACFM, Inc. by the payment of dues and fees and the execution of the Alachua County Farmers Market, Inc. Membership Application (a copy of which is attached and incorporated herein by reference) agree to the following enforcement procedures:

- A. The C.O.O. is empowered to issue a Verbal Warning with a written Letter of Reprimand for any violation and breach of any Rule or Regulation of the ACFM, Inc. or portion (s) of the Code of Conduct set forth in Chapter VIII except for F, above. The first violation of Conduct Rule F., above, will be treated in the same manner and with the same penalties as the second violation or breach of the same Market Rule or Regulation as set forth in B., below. The said written Letter of Reprimand shall set forth the Market Rule or Regulation or provision (s) of the Code of Conduct violated by the Member or other person for whose behavior the Member has agreed to be liable while in the Market Place. For all purposes of this Chapter IX, Members are responsible for the conduct of all other persons who are guests of the Member or are assisting the Member in any manner in the Market Place. Each Member by executing the Alachua County Farmers' Market, Inc. Membership Application agrees to be responsible for the actions of other persons assisting Members in the Market Place and agrees that the C.O.O. may cite the Member for violation of the Market Rules and Regulations and/or Code of Conduct by individuals who are assisting or guests of the Member in the Market Place.
- B. At any point in time after the issuance of the Verbal Warning with Letter of Reprimand set forth in A, above, the C.O.O. may issue to any member a written Notice of Intent to Suspend Selling Privileges For Three (3) Months for a second violation or breach of the same Market Rule or Regulation and/or Code of Conduct, or for a first violation or breach of Conduct Rule F, cited in Chapter VIII, above. Said written Notice of Intent to Suspend Selling Privileges For Three (3) Months (hereafter referred to as "Three (3) Month Suspension Notice") shall set forth the Market Rule (s) or Regulation (s) and/or provision (s) of the Code of Conduct violated by the Member or other person for whose behavior the Member has agreed to be liable while in the Market Place. Said Three (3) Month Suspension Notice shall also contain a Notice of Hearing before a Grievance Panel setting forth the date and time before which the Member shall appear and be heard by the Grievance Panel as noted under D, below.
- C. At any point in time after a Member has served a three-month suspension of selling privileges, the C.O.O. may issue to that Member a written Notice of Intent to Suspend Selling Privileges for one (1) year for another violation or breach of the same Market Rule, Regulation or Code of Conduct that caused the Member to be penalized pursuant to A and B, above. Said written Notice of Intent to Suspend Selling Privileges For One (1) Year (hereafter referred to as "One (1) Year Suspension Notice") shall set forth the Market Rule (s) or Regulation(s) and/or provision(s) of the Code of Conduct violated by the Member or other person for whose behavior the Member has agreed to be liable while in the Market Place. Said "One (1) Year Suspension Notice" shall also contain a Notice of Hearing before a Grievance Panel setting forth the date and time before which the Member shall appear and be heard by the Grievance Panel as noted under D, below.
- D. Said Date of Hearing before the Grievance Panel shall be a date not less than ten (10) days from the date of issuance of the Three (3) Month Suspension Notice or One (1) Year Suspension Notice. The Notice of Hearing shall also set forth that the purpose of the hearing before the Grievance Panel is to determine if there is a cause to suspend the Member's selling privileges for the cited violation and breach of the Market Rules and Regulations and/or Code of Conduct of the ACFM, Inc. The said Notice of Hearing shall also state that the Member is entitled to be advised by counsel and is entitled to produce witnesses and evidence sufficient to prove by a preponderance of competent substantial evidence that the Member did not receive the written Letter of Reprimand set forth in A, above or, for a One (1) Year Suspension Notice, that the Member was not penalized by a loss of selling privileges for three (3) months and for both suspension notices, that the Member did not violate and breach the specific Market Rule or Regulation or provision (s) of the Code of Conduct cited by the C.O.O. in the Three (3) Month or One (1) Year Suspension Notice.
- E. Upon findings of fact and a preponderance of competent substantial evidence of a violation and breach by a Member of the Market Rules and Regulations or provision(s) of the Code of Conduct cited in the Three (3) Month Suspension Notice or the One (1) Year Suspension Notice, said Member shall thereupon and effective from the date of the hearing have his or her selling privileges suspended for three (3) months or one (1) year, respectively.
- F. Upon said suspension of the Member's selling privileges for three (3) months or one (1) year as set forth in D, above, the aggrieved Member may within five (5) days of the date of suspension file a written appeal to the Board of Directors of ACFM, Inc. Said written Notice of Appeal must be received by the Chairman of the Board of Directors of ACFM, Inc. on or before the fifth (5<sup>th</sup>) day following the date of suspension with the day after the date of suspension counting as day number one.

- G. Within ten (10) days of the date of receipt of the aggrieved Member's Notice of Appeal, the Board of Directors shall provide the aggrieved Member with written Notice of Appeal setting forth the date of the Appeal Hearing, which date shall not be longer than thirty (30) days from the date of receipt of the written Notice of Appeal by the Board of Directors. At such Appeal Hearing, the Board of Directors shall provide the aggrieved Member with the opportunity to be heard. If the Board of Directors, meeting as a Board, and, after a review of the evidence adduced by the Grievance Panel, finds by majority vote that the Grievance Panel's decision is supported by a preponderance of competent substantial evidence, the Board of Directors shall sustain and affirm the Grievance Panel's decision and the three (3) month or one (1) year suspension shall continue. If the Board of Directors by a majority vote decides that the Grievance Panel's decision is not supported by a preponderance of competent substantial evidence, the Board of Directors shall forthwith dissolve the suspension.
- H. In any case involving a Daily Seller rather than a Member, "Daily Seller" is to be inserted in A-G above in place of "Member" and said provisions of Chapter IX shall apply with the same force and effect.

## **CHAPTER X. GRIEVANCE PANEL AND GRIEVANCE HEARING**

- A. Grievance Panel:
1. The Grievance Panel shall consist of five (5) regular panelists and three (3) alternates selected by lot at the Annual Membership Renewal and Space Allotment meeting of the membership of ACFM, Inc., which is held on the third Thursday in March.
  2. The Grievance Panel shall serve for a term of one (1) year and shall meet at any such time as there is issued by the C.O.O. any written Notice of Intent to Suspend Selling Privileges For Three (3) Months or One (1) Year.
  3. An "alternate" shall attend a hearing only if a regular panelist is sick or determined to be unavailable to attend or is the subject of the Three (3) Month or One (1) Year Suspension Notice Hearing. Once an "alternate" begins service on Grievance Panel that has initiated a "Grievance Hearing" as described in detail in B, below, that alternate replaces the absent "regular" panelist, and has all the rights and responsibilities of the regular panelist until the Suspension Notice under consideration has been resolved.
- B. Grievance Hearing:
1. The Grievance Hearing shall be held not less than ten (10) days from the date of issuance of the Three (3) Month Suspension Notice or the One (1) Year Suspension Notice.
  2. To the greatest extent possible, the Grievance Hearing shall be of an informal nature and shall proceed as follows:
    - a. The Grievance Panel shall sit at a table as an empaneled judicial body. The C.O.O. shall first proceed with his or her case and shall provide the Panel with such evidence of the Rule or Regulation or Code of Conduct violation and breach as the C.O.O. believes will prove by a preponderance of the evidence that the cited violation and breach of the Market Rules and Regulations and/or Code of Conduct did in fact occur. Additionally, the C.O.O. must provide copies of a proper written Letter of Reprimand and Three (3) Month Suspension Notice or, for a One (1) Year Suspension Notice a written Letter of Reprimand, a written Letter confirming the three (3) month loss of selling privileges, and a written One (1) Year Suspension Notice and state if these documents were given to the member by hand delivery or certified U.S. Mail. Following the presentation by the C.O.O. of his or her case against the cited member, the cited member shall proceed with his or her defense using such evidence as he or she believes is necessary to prove by a preponderance of the evidence that the cited violation and breach did not in fact occur or that proper notice as set forth above was not given to the member.
    - b. To the greatest extent possible, formal rules of evidence shall be relaxed; however, the Grievance Panel is entitled to judge the demeanor and veracity of the C.O.O., cited member and witnesses produced in the hearing. In addition, the Grievance Panel is granted discretion to weigh the veracity and probity of any and all evidence adduced in the hearing.
    - c. Members of the Grievance Panel shall be permitted to ask questions at any and all times during the hearing. The hearing shall be tape-recorded.
    - d. At the end of the presentation of all evidence, the Grievance Panel shall meet in private and shall decide by a simple majority vote whether the cited violation and breach, by a preponderance of the evidence, did in fact occur and the member was given proper written notice of the violation and breach as set forth in a., above. If the Grievance Panel finds that the cited violation and breach did in fact occur and notice was properly given to the member and such findings of fact are supported by a preponderance of competent and substantial evidence, then the Grievance Panel shall forthwith select one of its members as the Manager and the Manager shall call the C.O.O. and the cited member back into the meeting room. The Manager shall then announce the decision of the Grievance Panel and the Grievance Panel shall thereupon sign an Order of Three (3) Month Suspension or One (1) Year Suspension and transfer copies of the same to the C.O.O. and the cited member. If the Grievance Panel finds that the cited violation and breach did not by a preponderance of the evidence in fact occur or notice was not properly given to the member, then the Manager shall announce that there is no suspension of the member and no Order of Three (3) Month



Suspension or One (1) Year Suspension shall be signed and issued by the Grievance Panel. The Grievance Panel's private meeting at the end of the presentation of all evidence shall not be tape-recorded and no records shall be made of the deliberations of the Grievance Panel or how each Grievance Panel member voted. Any order signed by the Grievance Panel shall simply be signed as follows:  
"The Grievance Panel Manager for all members of the Grievance Panel."

- e. Any Three (3) Month or One (1) Year Suspension Order shall be effective and shall begin on the date of the Grievance Panel Decision and shall continue for three (3) months or One (1) Year, respectively, unless vacated by the Board of Directors upon timely filed appeal by the cited member.
  - f. The C.O.O. shall be empowered to prevent the cited member from entering the Market Place during the three (3) month or one (1) year suspension and any entrance by a cited member into the Market Place during a suspension shall be treated as a trespass by ACFM, Inc. and the C.O.O. and a further violation and breach of the Market Rules and Regulations.
- C. In any case involving a Daily Seller rather than a Member, "Daily Seller" is to be inserted in A-B, above in place of "Member" and the said provisions of Chapter X shall apply with equal force and effect.

## CHAPTER XI. OTHER GROWER RESPONSIBILITIES AND NOTICES

- A. Each grower with selling privileges at Markets managed by the ACFM, Inc. is expected to assist in the functioning of the organization. According to the "truth in advertising" statutes of the State of Florida, the ACFM, Inc. cannot allow peddling or other types of buying and selling to occur while advertising that the growers and beekeepers sell only what they personally produce. Therefore, Daily Sellers and Members are professionally obligated to report knowledge of violations of the product eligibility rules using official complaint forms made available by the ACFM, Inc.
- B. Written complaints filed with the C.O.O., Chairman of the B.O.D., or Chairman's designated individual shall be investigated immediately. As a matter of standard business practice by the Corporation, signed complaints shall be maintained.
- C. Although it is an obligation of being a Daily Seller or Member to report witnessed violations, Daily Sellers and Members are discouraged from filing complaints based on anger, rumor, retaliation or hearsay.
- D. Members are expected to fulfill their Membership responsibilities, which include serving on a Grievance Panel if selected for that task.
- E. Daily Sellers and Members are responsible for:
  - 1. the safety and quality of the products they sell;
  - 2. following local, state or federal laws or regulations in the production of their products;
  - 3. collecting sales taxes as necessary;
  - 4. purchase and use of certified scales, if sales are by weight;
  - 5. their own liability and product liability; and
  - 6. driving safely while moving in or out of their spaces.

## CHAPTER XII. AMENDMENTS

These Market Rules and Regulations may be amended, altered, repealed or adopted by a majority vote of the Members present at a properly called meeting in accordance with Article V, Meetings, of the By-Laws of the ACFM, Inc.

These Market Rules and Regulations are adopted this 8<sup>th</sup> day of January 2000 by majority consent of the Members of the Alachua County Farmer's Market, Inc., a Not-for-Profit Corporation.

Revised 3/99, amended 5/16/99, amended 8/6/99, amended 10/20/99, revised 11/08/99, amended 04/01/01, amended 07/18/01, amended 5/18/02, amended 8/10/02, amended 3/20/03, amended 05/11/12.

