

2018 Membership Agreement Berea Farmers Market, Cooperative

Agreement made this _____ day of _____, 2018 between _____ (name of vendor applicant) & the Berea Farmers Market, Cooperative.

Agreement to abide by the Berea Farmers Market, Cooperative Rules and Regulations:
(please initial on the left and sign below)

___ I have read and agree to abide by the Berea Farmers Market, Cooperative’s by-laws, rules, and regulations as well as the Kentucky Farmers Market rules and regulations. Berea Farmers Market, Cooperative by-laws, Berea Farmers Market vendor manual & a link to the KDA Farmers Market Rules can be found on our web page at www.bereafarmersmarket.org.

___ I understand that Berea Farmers Market is a grower only market and I agree to sell only what I have grown or created myself.

___ I further understand that the Berea Farmers Market, Cooperative reserves the right to do studio and farm visits to assure that the products sold are created and/or grown by me.

___ The information I have provided in this application is accurate and complete. I will provide the Berea Farmers Market, Cooperative’s Board of Directors with additional information as needed to verify the claims made in this application and my compliance with Berea Farmers Market, Cooperative’s rules including the appropriate permits for products being sold. The information that I subsequently provide will likewise be accurate and complete.

___ I understand that the Berea Farmers Market, Cooperative is a farmer cooperative with limited funds. I acknowledge that the beneficial purpose (to assist small regional farmers or producers such as myself) will be impossible to pursue if it is subjected to costly litigation. Therefore, I agree to make good faith attempts to resolve disputes with the Berea Farmers Market, Cooperative before pursuing litigation. If I do pursue litigation and am unsuccessful, I will pay all costs, expenses fees and disbursements incurred by the Berea Farmers Market, Cooperative in the course of its defense of said litigation and I will also pay Berea Farmers Market, Cooperative a reasonable attorney’s fee.

___ I understand the Berea Farmers Market, Cooperative, as a cooperative, is operated by its vendor members. There are a variety of ways for members to contribute. Please indicate in which areas you would most be interested:

- ___ Vendor Relations ___ Finance/Fundraising Other _____
- ___ Site/Long term planning ___ Outreach & Marketing

Use of Berea Farmers Market Cooperative Sites:

___ I agree to sell at Berea Farmers Market, Cooperative only on day(s) the market is scheduled, unless I receive written authorization to the contrary. I understand that while Berea Farmers Market, Cooperative obtains permits, reserves space and promotes markets, Berea Farmers Market, Cooperative cannot guarantee market assignments or guarantee sales at any market.

Suspension and Termination:

___ Unless otherwise specified in the Berea Farmers Market, Cooperative Regulations, any violation of this agreement may result in suspension or termination in the Berea Farmers Market, Cooperative at the discretion of the Board of Directors. Procedures outlined in the vendor

grievance policy will be followed to try to reconcile any disputes before resorting to suspension or termination.

Fees:

Each Farmers' Market booth is 10x12 ft. One full membership guarantees one booth space for the entire season of Saturdays, Tuesdays and special event markets. The annual fee can be paid in monthly installments of at least \$20.00/month or paid in full at the beginning of the season. For full season members, if you join the market later in the season, monthly installments have to be paid up front until current. For example, if you join in June, the minimum fee due is \$60.00 upfront (for April, May and June), with the remainder to be paid in installments. **Please Note: The entire annual fee is your membership cost. Your fee does not depend on how many months you plan to actually attend the market!**

Day Trading (Trial membership):

Booths are also available for non-members on a daily basis for up to 3 times a season. Day Fees will be applied towards the Annual Fee should day traders decide to become full members.

Tuesday Only Trading (May, June, July):

Booths are available for Tuesday only vendors at a cost of \$50. This fee permits vendors to the same membership benefits (market tokens, access to special community events), however they are only allowed to vend at the Tuesday market during the May thru July season. **Tuesday only vendors, you are also required to pay the full \$50 fee regardless of how many Tuesday markets you intend to vend.**

Market Tokens (Debit/Credit and EBT)

BFM happily accepts Debit/Credit cards and EBT for you. We issue two types of tokens: one for EBT and one for Debit/Credit cards. If you would like to participate in the Token Program we ask a service fee of \$1.00 if you accepted 1 type of token and \$3.00 if you accepted both types of token that day of the market.

Fee Schedule: *(Please make checks payable to "Berea Farmers Market")*

- Annual Vendor Member Fee (March 31st, 2018-April 1st, 2019) : \$240.00**
- Tuesday Only Vendor Member Fee (May 1st, 2018-July 31st, 2018) : \$50**
- Day Fee (non-members - up to three times a season): : \$20.00 per day**

- ___ I would like to reserve ___ booth(s) for the current full season.
- ___ I would like to reserve ___ booth(s) for the current Tuesday Only season.
- ___ I would like to "day trade," beginning on ___/___/2018 .

Duration of the Agreement: This agreement applies to the current Berea Farmers Market, Cooperative season only (3/31/18- 4/1/19) and in no way implies acceptance to the Berea Farmers Market, Cooperative in the future.

If accepted as a member of the BFM I, _____ agree to pay all applicable fees.

Signed: _____ Date _____

Business Name: _____