

## 2021 Anne Arundel County Farmers' Market Application

Please complete the application including:

- All worksheets
- Provide copies of all licenses and certificates you are required to have
- Provide Certificate of Liability Insurance naming AACFM as certificate holder
- Mail all forms and a check to:  
AACFM  
P.O. Box 172  
Harwood, MD 20776

Application Period is January 1, 2020 through February 15, 2021

Holiday Market ONLY application period is August 1, 2021 through September 30, 2021

If you have questions, contact the AACFM Secretary at [accfmsecretary@gmail.com](mailto:accfmsecretary@gmail.com).

**Anne Arundel County Farmers' Market, Inc.**  
**2021 Application Form**

All Applicants – Please complete. New applicants/members must be inspected before they may sell at the market. A member of the Inspection Committee will contact you to arrange for an inspection of your farm or production site.

Date: \_\_\_\_\_

Name(s): \_\_\_\_\_

BusinessName: \_\_\_\_\_

Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_ E-mail address \_\_\_\_\_

Website: \_\_\_\_\_ Facebook site \_\_\_\_\_

Permission to Release/Publish your Business Information    yes \_\_\_\_\_    no \_\_\_\_\_

If a particular season is full, would you like to be on fill-in list for Saturday \_\_\_\_\_ Sunday \_\_\_\_\_

Interested in sharing a stall? \_\_\_\_\_

Specify all products to be offered for sale (i.e. corn, okra, squash, winter squash, cucumbers, etc. - not 'veggies'): Attach separate list if necessary

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Returning vendors: list all 'new' products to be offered for sale: (Any items on this list may not be sold until inspected by the Review Committee and approved by the Board. **Make sure to list everything you want to sell as you only get one inspection per application**)

\_\_\_\_\_  
\_\_\_\_\_

Please check the categories below that best describe your product line:

Agriculture \_\_\_ Horticulture \_\_\_ Aquaculture \_\_\_ Baked Goods \_\_\_ Food \_\_\_ Crafts \_\_\_

## 2021 Electrical Usage Application

This application must be completed and approved by the Board of Directors prior to using the electric at the market. The cost of using the appliances listed below or other approved low-wattage appliances is \$15 per season,( i.e.Spring Saturday only - \$15;Spring Saturday and Sunday - \$30). There is no fee for Wednesday market. Please submit money to cover electric cost at time of application.

Member Name: \_\_\_\_\_

Type of Appliance(s): \_\_\_\_\_ for example: fan, credit card swipe, light, coffee warmer, scale, cash register, etc. UL Listed: \_\_\_ Yes \_\_\_ No

The following appliances will **not** be considered for approval: heaters, televisions, radios, or projectors.

All appliances and extension cords must be inspected prior to use to ensure safety requirements are met. Extension cords should be placed in a manner that prevents tripping. Whenever possible, extension cords should be run overhead. Fire Extinguishers must be present in any stall using electric.

## 2021 Volunteer Sign-Up Sheet

Vendors Name: \_\_\_\_\_

Please volunteer for three (3) of the jobs below. You will be selected for two (2) depending on where we need help. Remember, per the Rules and Regulations, every vendor is required to ‘work on projects and serve on committees’ to keep their membership in good standing. Each volunteer job is for 3 weeks.

### Set Up/Take Down Market Signs

The A-frame signs are basically “OPEN” signs that are put near the entrance and at the corner of Harry Truman and Riva Rd. All signs are located in the storage shed and must be set up before the market and taken down after the market.

### Street Signs at Entrance (3)

There are three signs at the entrance that keep the traffic flow in one direction. Signs need to be in place before the market opens, returned to the shed when it closes.

### Hand Sanitizer

These need to be put out as per COVID regulations. They are heavy and we need someone who can bring them out and put them away each market day.

### Roll Sunshade Down/Up

Make sure Sunshades are rolled down in the morning and are rolled back up at the end of the day. Roll up tool can be found in the men’s bathroom. NOT NEEDED ON SUNDAYS

### Building and/or Maintenance work

This job may entail some of the following tasks. Set up and take down windbreaks in the fall/winter, paint lines on parking area, do small repairs to buildings,or pick up trash

### FaceBook/Social Media Help

We need a volunteer for each Market day. You would need to take pictures, videos and post article(s) on Face Book on a weekly basis to promote the market. We would like to showcase vendors and products.

## LICENSES

It is the responsibility of each vendor to comply with any state or county regulations that apply to their products. Licenses, for example, are required to sell eggs, meat, milk, coffee, cooked food, liquor, poultry.

This is not an exhaustive list and we strongly recommend contacting the appropriate state or county agency if you have any questions about selling your product at the market. Below are the names of several agencies that may be helpful.

- Health Department – food related questions: Sharon Pawlowski (410) 222-7052
- Department Natural Resources – questions about indigenous plants, firewood, or plant restrictions
- Comptroller of Maryland – questions about taxes or taxable items

## INSPECTIONS

Anne Arundel County Farmers' Market is a "producer only" market (see Rules and Regs, Sec. 5b). The Inspection Committee will need to inspect the following areas of production:

1. Processing equipment
2. Growing area (barn, field, hot house, etc.)
3. Manufacturing (for crafters, e.g. potter's shed, wood shop, etc.)
4. Applicable transportation
5. Storage area

Because of COVID 19 restrictions, this year, we are conducting inspections via video. Vendors are required to submit a five-minute video of their operation, which includes the above elements.

If an existing vendor is adding new items for sale, a video of new item must be included. All videos can be e-mailed to [aacfmsecretary@gmail.com](mailto:aacfmsecretary@gmail.com)

**2021 Agreement to Rules and Regulations Form**

Please read the Rules and Regulations and then sign the following Agreement to Rules and Regulations Form and return with all other applicable forms and fees.

I, \_\_\_\_\_, on my own behalf and on behalf of my employees and family members, have been provided with a copy of the Bylaws of the Anne Arundel County Farmers' Market, Inc. and Rules and Regulations of the Market, have read and understand the same, and agree to abide by the provisions therein. I also understand it is my responsibility to insure my family members or employees also abide by the Bylaws of the Anne Arundel County Farmers' Market, Inc. and Rules and Regulations of the Market. If I do not, or my employees or family members do not, I shall be considered to be in violation and the Board of Directors will take appropriate action to ensure enforcement to include censure or expulsion from the Market and Corporation. I further understand and agree I will be responsible for all costs, damages, and expenses, to include reasonable attorney fees, incurred by the Anne Arundel County Farmers' Market, Inc. as the result of violation of the Rules and Regulations of the Market or noncompliance with the Rules and Regulations of the market and/or the Bylaws of the Corporation.

I further agree to indemnify, hold harmless, and defend the Anne Arundel County Farmers' Market, Inc., its officers, and members of the Board of Directors from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, which the Corporation, Officers, and Directors may suffer or incur in connection with my membership in the Corporation and my use of the Market space to which I am assigned or any other space, to include, but not limited to, any sales or parking spaces which I may occupy at the Farmers' Market facility.

Date: \_\_\_\_\_ Vendor Signature: \_\_\_\_\_

Organization: \_\_\_\_\_

**2021 MARKET STALL RATE AND PAYMENT WORK SHEET**

Vendor Name(s): \_\_\_\_\_

**MARKET FEES - Check the markets you plan to attend and add amount due to right**

AMOUNT  
DUE

**\*Space Rental Fees for Saturday - (based on single stall usage)**

___ Use of all Saturday/Wednesday Market days (does not include Holiday Market) (April 3-Oct 30)	\$200	\$
___ Use of all Saturday/Wednesday Market days including Holiday Market (April 3-Dec 18)	\$245	
___ Spring Market - Saturdays only (April 3 – May 29)	\$90	
___ Summer Market - Saturdays only (June 5 - Aug 28)	\$130	
___ Fall Market - Saturdays only (Sept 4 - Oct 30)	\$90	
___ Holiday Market - Saturdays only (Nov 6 - Dec 18)	\$70	
___ Holiday Second Stall (if available)	\$70	
Daily stall Saturday Rate (when available)	\$20	

**\*Space Rental Fees for Sunday - (based on single stall usage)**

___ Use of all Sunday/Wednesday market days (does not include Holiday Market) (April 4 - Oct 31)	\$200	
___ Use of all Sunday/Wednesday market days (includes Holiday Market Market) (April 4 - Dec 19)	\$245	
___ Use of all Sunday/Wednesday market days(includes Winter Market (April 4 - Mar 27, 2022)	\$330	
___ Spring Market - Sundays only (April 4 - May 30)	\$90	
___ Summer Market - Sundays only (June 6 - Aug 29)	\$130	
___ Fall Market - Sundays only (Sept 5 - Oct 31)	\$90	
___ Holiday Market - Sundays only (Nov 7 - Dec 19)	\$70	
___ Holiday Market - second stalls (if applicable)	\$70	
___ Winter Market - Sundays only (Jan 2, 2022 - March 27, 2022)	\$130	
___ Winter Market - second stalls (if applicable)	\$130	
Daily stall Sunday Rate (when available)	\$20	

**\*Space Rental Fees for Wednesday - (based on single stall usage)**

**Note Wednesday is free to vendors who are signed up for discounted rates -**

**(Saturday/Wednesday or Sunday/Wednesday). Please check here if you intend on coming -**

___ Wednesday Market - Wednesday only (June 2 - Sept 29)	\$115	
Daily stall Wednesday Rate (when available)	\$20	

**OTHER FEES:**

**Membership Fee** - \$10.00 per member/per year, not to exceed two (2) per members per family  
This is in addition to the space rental fees and nonrefundable. **\$10.00 x #** \_\_\_ =

**Liability Insurance Fee** - (non-refundable) \$20.00 per vendor/per year with Cert of Liability or  
\$40.00 per vendor/per year, without Insurance Cert

**Basic Electrical Usage:** \$15 per **SEASON** per Market day (Saturday/Sunday)   
Cost for higher wattage approved appliances will be determined by the Board.

**TOTAL PAYMENT ENCLOSED:** (Check Number: \_\_\_\_\_)  \$

Return Check Fee - \$35.00

Early Withdrawal - Should a vendor choose to leave the market before the completion of the season, a review by the board is required before a prorated refund may be considered and a \$25.00 withdrawal fee.

# Rules and Regulations of the AAC Farmers' Market

Revised December 2020

**1. Purpose of the Market:** The purpose of the Anne Arundel County Farmers' Market (the "Market") is to provide high quality products, grown, raised, or produced in Maryland to the consumer public. In order to do so, it is the aim of the organization to encourage diversity in goods offered for sale and to maintain a robust vendor complement to promote healthy competition between growers and producers in the Market.

**2. Qualified Member/vendor:** To be qualified, a grower or producer must reside and grow, raise or produce his or her product in Maryland. The member/vendor must pay a membership fee and submit paperwork on a yearly basis. Current members are reviewed and inspected as required.

### **3. Definition of a Member-in-Good-Standing:**

a) A member/vendor in-good-standing is an individual who has paid all required fees on time, in full, turned in all required paperwork, including all licenses and certificates, and has no current or outstanding grievances or violations filed against him/her. The individual is a vendor at the market and he/she must have passed inspection by the Inspection Committee. The individual must agree to work on projects and serve on committees as deemed necessary for the successful operation of the market. Those that do not fulfill their volunteer jobs will not be considered in-good-standing and will lose their permanent stall at the market at the discretion of the Board of Directors. The individual is also required to maintain regular attendance during the market seasons selected or indicated on their Application Form. A Vendor is required to let the **Market Manager** know if they will be absent from the market **as soon as possible** so that their stall may be filled with someone on the waiting list. If a vendor fails to notify the **Market Manager more than** twice, they will lose their member-in-good-standing status **until the end of the season**. If a vendor pays with a check that does not **clear** the bank the first time, they will need to provide a cashier check or cash in the future for all fees. Vendors applying for the first **time** will be a *probationary member* for that first year. If they receive a warning from the Board, they will not be a member-in-good-standing their second year and will be placed at the bottom of the list for a stall the second year.

b) Upon receipt of a written complaint by a customer or vendor, **or a verbal complaint verified by two Board members**, the Board will take appropriate action to correct the problem. **If a member/vendor is found in violation of any AACFM Rules and Regulations, the member/vendor will initially receive a verbal warning, followed by a written warning upon a second violation and, finally, after a third violation, the member/vendor shall be expelled from the market for the remainder of the season or for a time to be determined by the Board of up to one calendar year from the date of the violation. If, after having been expelled and reinstated, the vendor continues to disregard the rules, he or she will be expelled from the Market for three years. The member/vendor may petition the Board to be allowed to rejoin**

the market no sooner than six months from the date of the violation. For any violation, a member/vendor will be considered “a member not-in-good-standing”.

#### **4. Definition of the Market:**

a) The Market consists primarily of and gives preference to agricultural producers. However, not more than six (6) Market Stalls may be allocated to vendors primarily selling baked goods, and, not more than six (6) Market Stalls may be allocated to vendors of other miscellaneous goods produced by Maryland residents and producers. Absolutely no solicitation of any kind is allowed at the market

b) The Holiday Market **and** the Wednesday Market will not be limited by the restrictions above. The Holiday Market **and** the Wednesday Market will give preference to agriculture producers and will fill in with other vendors as needed, at the discretion of the Board.

#### **5. Qualifying Products:**

a) Qualified growers and producers may sell the following products at the Anne Arundel County Farmers’ Market: fresh vegetables, herbs, herbal products, body products, coffee beans, fruits, berries, eggs, honey, beehive products, jams, jellies, fruit butters, applesauce, candy, cut flowers, plants, baked goods, pasteurized cider, quality crafts, pottery, glassware, split fire wood, feed grains, straw, hay and holiday greens. Certain meats, seafood, poultry, and dairy products may also be sold with the direct approval of the Board. All other products not listed above cannot be sold without the direct approval of the Board. *All products offered for sale must be listed on the yearly application.* The quality of the products offered must meet the high standards of the Market and are subject to inspections/reviews by the Inspection Committee of the Corporation.

b) The market is a “Producer Only” market. Vendors may only sell products that they have made or produced themselves. In reference to ‘value-added products’, this means the Member/vendor must be in either the growing or the making of the value-added product that is offered for sale. A ‘value added product’ is defined as “a change in the physical state or form of the product (i.e.. milling wheat into flour or making strawberries into jam)”.

**Growers:** If vendors grow or raise the ingredients for the product for sale, (i.e. fruits, vegetables, meats, honey, eggs, etc.), they may send them out to have them made into a value-added product as long as they can guarantee the value-added product is made from the ingredients they grew or raised. Preferably, the product should be sent to local processing plants in Maryland or, if quality processing is not available in Maryland, the ingredients may be sent to processing plants in other states that border Maryland for processing.

**Makers:** A vendor may buy ingredients from other sources and by processing the ingredients themselves make a value-added product and offer that product for sale at the market, (i.e. breads, jams, candy, coffee, tomato sauce, etc.) Otherwise, absolutely no buying for resale, from any source including other members, is allowed.



Livestock, antiques, or flea market type resale goods may not be sold at the Farmers' Market. If a vendor wishes to *give away* products they don't produce with their name on it for promotional purposes, they must have the Boards approval before doing so; absolutely no *selling* of promotional items.

## 6. Space Allocation and Market Fees

a) Market spaces for the ensuing year will be assigned to member/vendors in-good-standing by the Board of Directors of the Corporation within thirty (30) days after the annual meeting of the members based on applications and fees submitted at that time. In the event a stall is not available for assignment, the vendor's check will be returned, or money refunded in accordance with By Law Article IV Section 2 in a timely manner.

b) At application time, all applicants are required to submit a current Application, a signed Agreement to Rules and Regulations Form, a Volunteer Sign-Up Sheet and a copy of any License or Certificate required to sell their product at the market. The Electric Usage Form ~~and/or the Event/Promotion Form~~ must also be submitted at this time, if applicable. These forms must be submitted, with a check to include all stall fees, membership fees and liability insurance fees. Yearly electric fees, if applicable, must also be paid at this time.

c) Market stalls are of a predetermined size, specifically, the 10' area between the posts. **Please be respectful of your neighbor's area.**

d) Consideration for assignment of market stalls will be applied in the following order:

1) Member/vendors in-good-standing who have been members for three or more years; Member/vendors with three (3) or more years will be given opportunity to have two (2) stalls before new applicants are permitted to take a stall as long as they do not take a specialty vendor **(as defined by the USDA)** spot;

(2) Member/vendors in-good-standing who have been members in descending order of years less than three years;

(3) Member/vendors in-good-standing for less than one year on a first-come-first-served basis;

(4) Provisional members in-good-standing undergoing the review process on a first-come-first-served basis. Vendors requesting more than one stall will be placed on a waiting list with those members who have not been assigned a stall space. Vendors currently holding multiple stalls may continue to renew the same number of stalls until such time as they request a fewer number.

e) Market Stall rates are set on a daily, monthly, seasonal, weekday and annual market basis. Current market dates and times are set forth in the current Market Schedule. Sales are not permitted on days and at times other than as set forth in the current Market Schedule.

f) The Market Stall Rates, Membership Fees, Liability Insurance Fees, Electric Usage Fees and Early Withdrawal Fees are set forth in the current Market Stall Rate List. Return check fees due to lack of sufficient funds is \$35.

g) No more than two (2) member/vendors are allowed to share a stall. Applications for sharing a stall must be made at the **time the application is submitted** for yearly or seasonal stalls, or before the Holiday Market for the Holiday Market, only.

### **7. Deadlines for Applications and Inspections:**

1) The **deadline** for applications to be accepted for the Saturday and/or Sunday Market is **February 1, 2021. Holiday Market applications will be accepted from August 1 through September 30, 2021 but applicants can include the Holiday Market in their initial application as well. The deadline for applications to be accepted for the Wednesday Market is May 1 of the current year. Applications received after a deadline will be assessed on a case-by-case basis.**

**Please mail the forms, with all necessary other paperwork and documentations to:** AACFM, Inc, PO Box 172, Harwood, MD 20776. Make checks payable to AACFM, Inc.

2) All new vendor inspections must be completed *before* new vendors attend the market. All new products must be inspected before they can be sold. Each vendor only gets one inspection per year so *it is important to list everything you intend to sell* on your application. At the discretion of the Board of Directors, more than one inspection may be done if they feel it is necessary to see all products in production. Deadlines for specialty items may be changed at the discretion of the Board of Directors.

**8. Financial Aid/Grant Money/Private Donations:** Financial aid, grant money, and/or private donations may be accepted by the market, from time to time. All monies accepted will go into the market treasury and be dispersed to benefit the entire market. No monies may be accepted that are designated for use 'only' for a specific day or market season.

**9. Certificates of Insurance:** Vendors who sell alcoholic products are required to submit a Certificate of Liability Insurance (COI) with their application. The Anne Arundel County Farmers' Market, Inc. must be the 'certificate holder' as well as the 'additionally insured' on the Certificate.

### **10. General Regulations**

a) All growers/producers, family members, and employees at a Market Stall are expected to conduct themselves with courtesy and good conduct. Hawking or crying out to attract attention to goods is prohibited. Arguments, profane language, and harassment of purchasers or other vendors are strictly prohibited. Upon receipt of a written complaint by a customer or vendor, **or a verbal complaint verified by two Board members**, the Board will take appropriate action to correct the problem. **If a member/vendor is found in violation of any AACFM Rules and Regulations, the member/vendor will initially receive a verbal warning, followed by a written warning upon a second violation and, finally, after a third violation, the member/vendor shall be expelled from the market for the remainder of the season or for a time to be determined by the Board of up to one calendar year from the date of the violation. If, after having been expelled and reinstated, the vendor continues to disregard the rules, he or she will be expelled from the market for three years.**

The member/vendor may petition the Board to be allowed to rejoin the Market no sooner than six months from the date of the violation. For any violation, a member/vendor will be considered "a member not-in-good-standing"

b) All vendors must fill out the Electric Usage Application Form before using electric appliances/devices at the market. All appliances/devices must be inspected and approved by the Board before use for compliance with market safety regulations and suitability. See Electric Usage Application Form for a list of approved/prohibited appliances. Radios or other musical devices are strictly prohibited without prior approval by the Board. Heaters of any kind are prohibited. No propane or other gas devices are allowed at the market. Fire extinguishers must be present in the stalls using electric.

c) All State of Maryland and Anne Arundel County smoking regulations will apply during operation of the Market. Smoking is not permitted under the pavilions or in the bathrooms under any circumstances. Vendors who smoke must do so inside the passenger area of their vehicles or outside the pavilion area away from customers and other vendors.

d) Only vendors selling wine are permitted to have open alcoholic containers at the market. They are permitted to give samples of their products.

e) No animals, to include pets, will be allowed under the pavilion at the Market. Handicap-aid dogs are an exception.

f) Growers/producers must remain in their assigned areas at all times. Products may be sold directly from trucks. However, if otherwise, growers/producers must furnish their own tables, displays, chairs, etc. In the event of rain or other inclement weather, a grower/producer must provide their own protection.

g) Each grower/producer is responsible for the cleanliness of his or her stall and its surrounding area. At the close of each Market day, every vendor must remove all trash and waste from their stalls. If you sell a product that produces trash, you must have a trashcan accessible at your stall for customers.

h) A grower/producer assigned to a Market Stall may not sublease, rent, sell, transfer, or permit use of his or her assigned space unless approved by the Board of Directors of the Corporation.

i) Growers/producers must meet all State and County health regulations and laws pertaining to retail sales.

j) Growers/producers may not give samples or sell prepared foods at the market until they have been approved and certified by the Health Department and given a copy of their certificate to the **Secretary or Market Manager**. All certificates must be displayed prominently on all market days. Growers/producers must maintain a hand washing station in their stall if they are giving samples.

k) Growers/producers will be required to sign an indemnification and hold harmless agreement and certification as to effect of the Bylaws and Rules and Regulations of the Market.

- l) No vehicles or personal property may remain on the market property after market hours, except for emergencies.
- m) No vendors may park their extra vehicles in customer parking. Extra vehicles or helper's vehicles must be parked in designated vendor parking only.
- n) Per State Regulations regarding 'local' produce, farmers are required to display a sign with their farm name and city on it.
- o) The Board of Directors highly recommends all member/vendors attend a GAP and MDA food safety training course.
- p) You must be certified by "USDA Organic" and have submitted your certification paperwork with your application if you wish to use said designation on any sign or literature at the market.

q) *Special Covid 19 Policy: As of August 14, 2020 vendors are required to wear face masks following the guidelines of the Anne Arundel County Health Department, (<https://aahealth.org/face-masks-and-coverings-frequently-asked-questions/>) which states:*

*A mask is: "Any face covering that can be safely worn over your nose, your mouth and the sides of your face. This includes cloth homemade masks, bandannas, scarves, neck gaiters, and other similar face covers. A face shield worn alone does not completely cover the nose and mouth, and it does not qualify as a face covering."*

*This policy will be in effect until further notice. In the event of an infraction, the vendor will receive a verbal warning; a second infraction will result in a written warning; a third infraction will result in the vendors' business being removed from the market for the rest of the season.*

*To reiterate, a face covering **must** cover the nose and the mouth. Vendors **must** wear a covering at all times, especially when engaged with a customer or another vendor while conducting business under the pavilion. Drinking and/or eating without a mask are allowed.*

*Additionally, social distancing will be in effect as long as this policy is in place.*

**11. Board Member Attendance:** Per Article 6, Section 10 of the Bylaws, Board Members are required to attend a minimum of nine (9) meetings annually. All Board of Directors are required to have an e-mail address and check it regularly.

**12. Board Member Nominees:** The Nominating Committee will select the slate of nominees from a list of all full-time member/vendors who are in-good-standing. A fulltime member/vendor is defined as a vendor who has paid for three (3) seasons or more.

### **13. Enforcement of Rules and Regulations**

a) General Provisions: In the event a grower/producer occupying a Market Stall fails to conform to the Bylaws of the Corporation and the Rules and Regulations of the Market, the Board of Directors shall be advised. The Board may delegate authority to officers and directors of the corporation to enforce the Bylaws, and

Rules and Regulations of the Market while a market day is in progress. In the event a question arises as to the source or quality of a product being offered for sale, the burden to prove the product is qualified rests on the grower/producer.

b) Complaints by Growers/Producers or Purchasers: In the event a written and signed complaint is made to an officer or director of the Corporation as to the source or quality of the products being sold by a vendor, the president of the Corporation shall immediately cause the **subject** products to be inventoried and inspected by not less than three members of the Board of Directors. Thereafter, the President shall immediately notify the grower/producer of the complaint and direct the Review Committee to coordinate with the grower/producer concerned to inspect his or her growing or production facilities. Said inspection must take place within one week of the complaint. The grower/producer must be present at the time of the inspection and sign the inspection form. If the inspection is not completed within such time due to the failure to cooperate on the part of the grower/producer, said person's right to sell at the Market shall be immediately suspended. The Review Committee shall file its written report with the President within three days of the inspection. A copy of the report shall be made available to the grower/producer and the person making the complaint. In the event the Review Committee finds the grower/producer is not in compliance with the Bylaws of the Corporation and/or the Rules and Regulations of the Market as to the source or quality of the products being offered for sale, the matter will be considered by the Board of Directors and appropriate disposition under the Bylaws of the Corporation will be taken which may include loss of membership and/or the **privilege** to sell at the Market. If the grower/producer is found to **be out of compliance** with the Bylaws of the Corporation and/or the Rules and Regulations of the Market, said person shall be required to reimburse the corporation for all expenses, to include but not limited to reasonable attorney fees, associated with the non-compliance.

c) Upon receipt of a written complaint by a customer or vendor, **or a verbal complaint verified by two Board members**, the Board will take appropriate action to correct the problem. **If a member/vendor is found in violation of any AACFM Rules and Regulations, the member/vendor will initially receive a verbal warning, followed by a written warning upon a second violation and, finally, after a third violation, the member/vendor shall be expelled from the market for the remainder of the season or for a time to be determined by the Board of up to one calendar year from the date of the violation. If, after having been expelled and reinstated, the vendor continues to disregard the rules, he or she will be expelled from the Market for three years. The member/vendor may petition the Board to be allowed to rejoin the market no sooner than six months from the date of the violation. For any violation, a member/vendor will be considered "a member not-in-good-standing"**