

**BYLAWS**  
**GARFIELD PARK FARMERS MARKET INC**

**ARTICLE I**  
**MISSION STATEMENT**

Garfield Park Farmers Market Inc exists to support local sustainable farmers and producers while creating a gathering place for community interactions. It also aligns with the Slow Food International principles of good, clean and fair food for all.

**ARTICLE II**  
**GENERAL PROVISIONS**

1. Garfield Park Farmers Market Inc is a non-profit 501(c)3 in accordance with Indiana Statutes.
2. Garfield Park Farmers Market Inc shall be run solely by its Board of Directors.
3. All Board meetings shall be conducted under “Roberts’ Rules of Order”.
4. The registered agent of the Corporation shall be appointed by the Board, and the post office box of Garfield Park Farmers Market Inc is the mailing address of the Corporation.
5. The fiscal year of the Corporation shall begin January 1 through December 31 of the same year.
6. The Board of Directors shall establish yearly the seasonal and daily booth fees for the Garfield Park Farmers market
7. The Board year of the Corporation shall begin on November 1st and end on October 31st .
8. Garfield Park Farmers Market Inc will carry liability insurance in order to operate at its venue.
9. No part of any earnings or holdings of the Corporation may insure any individual. In the case of dissolution, the assets of the Corporation shall first be used to satisfy any debts of the Corporation. Any remaining assets shall be distributed to one or more non-profit organizations for the public good, as determined by the Board.
10. These Bylaws are subject to the provisions of the laws of the State of Indiana and The Market’s Articles of Incorporation, as on file with the Secretary of State. If any provision of these Bylaws is inconsistent with Indiana statutes or the Articles, the Indiana statute or Articles of Incorporation shall prevail.
11. These Bylaws may be altered, amended, repealed or restated by a majority vote of the Board.

**ARTICLE III**  
**DEFINITIONS AND USAGE**

1. The Market refers to Garfield Park Farmers Market Inc as a whole.
2. Vendor refers to an entity who is selling at the Market venue.
3. The Board refers to the Board of Directors of Garfield Park Farmers Market Inc
4. Specialty Foods refers to baked goods, on-site foods and specialty foods.

**ARTICLE IV**

## **BOARD OF DIRECTORS**

1. **Number** – The Board shall consist of an odd number between nine (9) and fifteen (15) directors. The directors shall be elected by the affirmative vote of a majority of the remaining Directors. The directors shall include at least one (1) farmer, one (1) other vendor, five (5) Garfield Park residents, and two (2) non-Garfield Park residents.
2. **Terms of Office** – Each Director shall serve a term of three (3) years beginning November 1 and ending October 31. The terms of the Directors will be staggered, so that around four (4) will start in the first year, four (4) in the second year and four (4) in the third year. If necessary, the Board may adjust the terms of newly-elected Directors to LESS than three (3) years to bring them into compliance with this clause.
3. **Removal of Directors** – Any Director who misses three (3) consecutive Board meetings without just cause or prior notification, or who violates the normal and expected rules of conduct according to Indiana Statute, shall forfeit their seat on the Board.
4. **Vacancies** – Vacancies on the Board may be filled by the affirmative vote of a majority of the remaining Directors.

## **ARTICLE V**

### **BOARD OF DIRECTORS MEETINGS**

1. **Annual Retreat** – The annual retreat of the Board shall be held following the last day of the Market. The purpose of this meeting shall be to conduct annual appointments of new Directors, review the last season, create strategies
2. s for the next season, and any other business as may come before the Board at that time.
3. **Meetings** – A meeting of the Board will be scheduled monthly or bi-monthly throughout the year. An additional meeting may be called at any time by the President or the Board for any purpose. Such meetings shall be held no less than three (3) days following verbal notice or no less than five (5) days following written notice made by email. Such notice shall specify the time, place and purpose of the meeting.
4. **Special Meetings** – A special meeting may be called at the Market with no prior notice provided a quorum of Directors is present. Minutes of such meetings must be taken and filed with the Secretary.
5. **Quorum** – A majority of the Board shall constitute a quorum for the transaction of business.

## **ARTICLE VI**

### **WAIVERS OF NOTICE**

Any notice required by these Bylaws, the Articles of Incorporation, or the laws of the State of Indiana may be waived in writing by any person entitled to such notice. The waiver or waivers may be executed before, at or after the event for which the notice is waived. Any Director attending a meeting who does not protest the lack of proper notice before the conclusion of the meeting is deemed to have waived such notice.

## **ARTICLE VII**

### **OFFICERS**

1. Officers – The Market shall have a President, Vice-President, Secretary and Treasurer. These officers shall serve terms of one (1) year, and may be re-elected indefinitely. One individual may hold the offices of Secretary and Treasurer concurrently. The President and Vice-President may hold no other office. The Secretary and Treasurer may be compensated for the time required to execute their offices, with such compensation set by the Board and governed by Indiana Statute and these Bylaws.
2. Committee Chairs - Directors shall serve as Chairs of the following committees: Marketing & Social Media, Sponsorship & Fundraising, Community Outreach, Volunteer & Music, and Operations. The officers of the board shall not be Committee Chairs, but may be general members of any committee.
3. Advisory Directors - The Board may have directors who contribute in an advisory capacity only. These Directors shall have a valuable perspective on the Indianapolis food community.
4. Election – Officers shall be elected by the majority of the Board of Directors. This should take place during the annual retreat.
5. Removal of Officers – The Board may remove any officer, agent or contractor if such action, in their judgment, is in the best interests of The Market. Any Officer who misses three (3) consecutive Board meetings without just cause or prior notification, or who violates the normal and expected rules of conduct according to Indiana Statute, shall forfeit their position.
6. Vacancies – The Board may fill any vacancies in offices, regardless of the cause of such vacancy, for the remainder of the term for said office, by a simple majority vote of the Board.

**ARTICLE VIII**  
**MARKET MANAGER**

1. Garfield Park Farmers Market Inc shall have a Market Manager
2. The Market Manager shall be appointed annually by and be responsible to the Board.
3. The Market Manager shall be engaged as a subcontractor to perform the support operations needed for the Market.
4. The Market Manager shall be responsible for the operation of the Market in accordance with the most recent Management Guidelines adopted by the Board and/or state and federal guidelines governing programs.

## APPENDIX A

### **DUTIES AND RESPONSIBILITIES OF THE OFFICERS OF THE GARFIELD PARK FARMERS MARKET INC**

- A. Duties and Authority of the President – The President shall be the Chief Executive Officer of The Market. Subject only to the authority of the Board, he/she/they shall:
- a. Have general charge, supervision, and responsibility for the business and affairs of The Market and maintain the integrity of the mission statement
  - b. Receive written or verbal progress reports from each Director or employee on demand
  - c. Have the authority to enter into and execute contracts or other instruments in the regular course of business which have been authorized, either generally or specifically, by the Board
  - d. Have authority and supervision over all other officers of The Market, unless otherwise directed by the Board
  - e. Write or cause to be written the annual President's Report, submitting a copy to the Secretary within thirty (30) days of the close of the fiscal year, for inclusion in the Annual Report
- B. Duties and Authority of the Vice-President – The Vice-President shall:
- a. Perform such duties and have such authority as may be delegated to him/her by the President or by the Board
  - b. In the event of the absence, resignation, death, inability or refusal to act by the President, he/she shall perform the duties of and be vested with the authority of the President.
- C. Duties and Authority of the Board Of Directors Secretary – The Secretary shall:
- a. Keep or cause to be kept the minutes and attendance of all Board meetings.
  - b. Keep or cause to be kept all records, contracts, permits, reports, Articles of Incorporation, Bylaws, etc. except those held by the President or appointed to another officer.
  - c. Communicate or cause to be communicated all written and/or verbal notices of Board annual, regular and special meetings.
  - d. Communicate or cause to be communicated any other information deemed necessary by the Board, including the Annual Report.
  - e. Perform such duties and have such authority as may be delegated to him/her by the President or by the Board.
- D. Duties and Authority of the Treasurer – The Treasurer shall:
- a. Have custody of the funds and securities of the Corporation
  - b. Provide an annual budget to be approved by the Board. Expenses of over one hundred dollars (\$100.00) outside the projected budget require approval of the Board or President.
  - c. Maintain or cause to be maintained the financial records of the Corporation, including but not limited to recording all deposits; paying all bills in a timely manner; and keeping accurate records of all financial transactions.
  - d. Complete or cause to be completed the yearly financial reports, submitting a copy to the Secretary within thirty (30) days of the close of the fiscal year, for inclusion in the Annual Report
  - e. File or cause to be filed the biennial Business Entity Report required by Indiana Statute

- f. Present or cause to be presented the financial records of The Market upon request of the Board, or as required for audit or statutory regulation.
  - g. Perform such duties and have such authority as may be delegated to him/her by the President or by the Board.
- E. Duties and Authority of Committee Chairs - Committee Chairs shall:
  - a. Schedule and run committee meetings
  - b. Report committee progress to the Board
  - c. Perform or delegate committee tasks as determined by the Board

**APPENDIX B**  
**RULES GOVERNING VENDORS OF GARFIELD PARK FARMERS MARKET INC**

**SECTION I**  
**ORIGIN OF GOODS**

- A. Produce and specialty foods must originate in and/or be grown in Indiana, with no exceptions.
- B. All goods must be produced and/or grown by the vendor, with the only exception being approved partner vendor goods.
- C. Approved partner vendor's goods must not exceed 50% of the primary vendor's display space, and the partner vendor will go through the same application approval process with all other vendors.
- D. All goods must be in compliance with the Marion County Health Department and the Indiana State Board of Health.

**SECTION II**  
**ITEMS TO BE SOLD AT MARKET**

- A. Locally grown produce such as cultivated vegetables, fruits, flowers and herbs; wild fruits, flowers, herbs, nuts and greens; grains, beans, popcorn and other dried foods, maple syrup and honey; home-grown livestock, eggs, cheese and dairy products
- B. Locally produced specialty foods/baked goods/on-site foods such as baked goods, preserved foods, prepared foods, natural beverages, etc.
- C. Locally crafted herbal healthcare products.
- D. No artwork, crafts, soaps & lotions, household supplies, or on-site services will be allowed, except as a byproduct of the foods being produced by a vendor (ex. Lard soap by a meat vendor or beeswax candles by a honey vendor). In such cases, these secondary products must not exceed 25% of the vendor's display space and must follow all origin and production rules as outlined in Section I.

In order to keep the agricultural atmosphere of the Farmers Market, the goal for the Market will be to have fifty percent (50%) of the spaces go to agricultural vendors.

**SECTION III**  
**VENDORS**

Anyone may participate who is actively producing quality produce and/or other food items and who meets the standards set up by the Board and covered under The Market Rules and Regulations. Selection of vendors will be based on type and quality of products, and no other factors.

**SECTION IV**  
**VENDOR RESPONSIBILITIES**

- A. Each vendor must have in his/her possession a copy of The Market Rules and Regulations, which serves as an acknowledgment of compliance with those policies for that year.
- B. Each vendor must have paid their booth fees. Payment plans for fees may be negotiated, but not assumed.

- C. Only approved market goods may be sold. There will be no raffles, ticket selling, special discounts, etc. except by and for the Market as a whole unless approved by the Board Of Directors. No political, controversial, or religious vendors or special events are allowed at the market unless without approval of the Board of Directors.
- D. Each vendor must consent to a screening of goods and a possible visit by the Board and/or the Market Manager to establish which goods are suitable for sale.
- E. All vendors are individually responsible for proper licensing and compliance with state health regulations where applicable.
- F. All vendors are individually responsible for carrying their own product liability insurance, and will be asked to submit proof of such insurance.
- G. Collection and reporting of Indiana sales tax, if any, is the responsibility of the vendor.

**SECTION V**  
**COMPLIANCE**

- A. It is the responsibility of all market vendors to immediately notify the Market Manager of any discrepancies noticed at the Market.
- B. No vendor shall take the recourse of setting or dropping prices so as to hurt another vendor.
- C. ALL vendors are to remain set up for the entire market day.
- D. Each vendor is responsible for setting up and maintaining a neat and quality-oriented display area. Each vendor is responsible for the neatness of his/her area AFTER each Market day as well, including removal of all trash generated at the booth.
- E. All vendors will pay a refundable \$50 attendance deposit. Deposits will be returned in full after the last market, unless deductions are necessary. Attendance deductions will be as follows, except in cases of emergency:
  - a. Notification of absence less than 72 hours prior to market will incur a \$15 deduction.
  - b. Notification of tardiness received after 8am on market day will incur a \$15 deduction.
  - c. Vendors who miss more than three of their scheduled days, even with proper notification, will incur a \$20 deduction.
- F. Any vendor found by the Market Manager and/or the Board to be in violation of the rules, as they pertain to this Market's policy and these Bylaws, shall be grounds for dismissal from the market.
- G. No vendors shall receive refunds for any market fees.
- H. Vendors shall report their gross sales to the Market Manager no later than the end of Market the following week. These figures will be used to review market trends when planning for the future.