

**BY-LAWS OF THE  
GREENBELT FARMERS  
MARKET**

**November, 2007**

**ARTICLE I. Purpose and Powers**

**Section 1.1: Name**

The name of the corporation shall be Greenbelt Farmers Market [GFM], a non-profit Corporation.

**Section 1.2: Object**

GFM provides a venue for farmers and other vendors to bring fresh, nutritious, high-quality food grown or produced in the region to Greenbelt and neighboring communities. This community market fosters direct connections between local shoppers and small-scale farmers and food producers, and enhances the Greenbelt Roosevelt Center by providing a friendly, central setting for shopping and socializing.

**Section 1.3 Mission Statement**

GFM provides a market venue for farmers and other vendors of fresh, nutritious, high-quality food grown or produced within 100 miles, and creates a friendly, central setting for shopping and socializing, thus enhancing the City of Greenbelt's Roosevelt Center.

**Section 1.4: Government**

The management of the funds, properties and affairs of GFM shall be governed by its Board of Directors.

**Section 1.5 Definitions**

The Market Master oversees the operation on market days. This position will rotate among GFM Leaders and volunteers in the absence of a paid staff member.

The GFM Leaders are comprised of the Board of Directors, the Market Master, committee chairs, and two volunteer food producers who act in the best interests of GFM.

The GFM Handbook is a document that contains market rules that are required in order to participate, guidelines that describe the general operations of the market, and other important information.

The Market is the event that is the focus of this corporation. It is supervised by the market master according to the GFM Handbook and as directed by the Board.

## **ARTICLE II: Vendors**

### **Section 2.1: Qualifications**

Eligible vendors are limited to Farmers, Processors, Seafood Vendors, Prepared Food Vendors, Artisans, and others within a 100-mile radius of Greenbelt, MD without regard to race, creed, color, religion, gender, sexual orientation, or age who sign up, pay expected fees and abide by GFM bylaws and regulations as determined by GFM Leaders. GFM seeks to maintain a ratio of 75% food vendors and 25% Artisans and other vendors.

#### **Farmers**

Farmers are persons who raise produce (vegetables, fruits) herbs, flowers or nursery crops from seed or plants and care for, cultivate and harvest the crops. This also includes beekeepers, egg farmers, and poultry and livestock producers.

#### **Prepared Food Vendors**

Prepared Food Vendors are vendors offering fresh food product that they have processed themselves into the product being offered for sale at the Market. These products may be prepackaged.

#### **Seafood Vendors**

Seafood vendors are vendors offering seafood that they have raised or caught themselves. This also includes fish or shellfish growers.

### **Artisans**

Artisans are persons who craft with their own hands, or by a person under their immediate direction, the products they offer for sale at the Market.

### **Service Providers and All Other Miscellaneous**

Service Providers and all other Miscellaneous are vendors offering special services and other non-food items to customers at the Market (i.e. massage, face painting, children's entertainment, etc.).

## **2.2 Limitations:**

The Board has the power to limit the number and type of vendors.

### **Section 2.3: Suspension or Termination**

A. The Market Master is empowered to expel vendors who do not abide by the rules of GFM as defined in the GFM Handbook. The decision of the Market Master to expel a vendor may be reversed by a majority vote of the Board of Directors at any meeting of the GFM.

B. Failure to pay vendor fees may result in vendor termination.

## **ARTICLE III: Patron and Friend of GFM Membership**

### **Section 3.1: Qualifications for Membership**

Interested community members (including market vendors) willing to support GFM may become members by signing up and paying such dues as are established by the Board of Directors. There will be different levels of Membership, as defined by the Handbook.

### **Section 3.2: Application for Membership**

Dues are payable at the time of application for Membership. Upon payment of

dues and approval by the Board, applicant is considered a member in good standing, and eligible to participate in Annual and Special Meetings.

### **Section 3.3: Length of Membership**

GFM Membership is renewable annually.

## **ARTICLE IV : Meetings of Members**

### **Section 4.1: Annual Meeting**

The annual meeting of the members of the GFM shall be held in the City of Greenbelt, State of Maryland, within sixty (60) days of the close of the GFM season of each year.

### **Section 4.2: Special Meetings**

Special meeting of the members of the GFM may be called at any time by order of the Board of Directors.

## **ARTICLE V: Leadership**

### **Section 5.1: Number and Qualification of Directors**

The GFM shall have a Board of Directors of five (5) members.

### **Section 5.2: Election of Directors**

Directors shall be elected biannually at a meeting of the Board.

### **Section 5.3: Election of Officers**

The Board of Directors shall meet annually and shall elect a President, Vice President, Secretary, and Treasurer, each of whom shall hold office until the election and qualification of his or her successor unless earlier removed by death, resignation, or for cause.

### **Section 5.4: Vacancies**

Whenever a vacancy occurs in the Board of Directors, other than from the

expiration of a term of office, the remaining Directors shall appoint a member to fill the vacancy until the next annual meeting of the members.

### **Section 5.5: Board Meetings**

In addition to the meetings mentioned above, regular meetings of the Board of Directors shall be held at least quarterly, or at such other times and at such places as the Board and/or President may determine.

### **Section 5.6: Special Meetings**

A special meeting of the Board of Directors shall be held whenever called for by the President or by a majority of the Directors. Any and all business may be transacted at a special meeting. Each call for a special meeting shall be written or through oral contact.

### **Section 5.7: Notice of Emergency Board Meetings**

Oral, written, or email notice of each meeting of the Board of Directors shall be given to each Director by or under the supervision of the Secretary of the GFM not less than 48 hours prior to the time of the meeting, but such notice may be waived by all the Directors, and appearance at a meeting shall constitute a waiver of notice thereof.

### **Section 5.9: Quorum**

A quorum will be reached when 51% of the Board members are present.

### **Section 5.10: Removal of Board Members**

Fifty-one percent (51%) of the Board of Directors, at a board meeting, can suspend a Board member until the next special meeting where the general membership votes. The suspended Board member has the right to be present and heard at the meeting at which his or her removal is considered. At its discretion the Board can remove, by simple majority of those present, a board member who misses two consecutive board meetings.

### **Section 5.11: Market Master**

The Market Master oversees the operation on market days. This position will rotate among GFM Leaders and volunteers in the absence of a paid staff member.

The market master supervises the Market on its days of operation according to the GFM Handbook and as directed by the Board.

## **ARTICLE VI. : Duties of Directors**

### **Section 6.1: Management of Business**

The Board of Directors shall have general supervision and control of the business and the affairs of the GFM and shall make all rules and regulations not inconsistent with law or with these bylaws for the management of the business and the guidance of the officers, employees, and agents of the GFM.

The Board shall establish a system of accounting that shall be adequate to the requirements of the business and it shall be its duty to require proper records to be kept of all business transactions.

The Board shall have the power to employ, or contract with a Market Master and decide her/his duties and fix her/his compensation.

### **Section 6.2: Fiscal Review**

At least once in each year, the Treasurer shall secure the services of a certified and independent public auditor or accountant, who shall make an accurate review of the books and accounts of the GFM and render a report in writing thereon, which report shall be submitted to the Board of Directors of the GFM.

### **Section 6.3: Financial Management**

The Board of Directors shall have the power to select one or more financial institution(s) to act as depositories of the funds of the GFM and to determine the manner of receiving, depositing, and disbursing the funds of the GFM and the form of checks and the person or persons by whom they shall be signed, with the power to change such financial institutions and the person or persons signing such checks and the form thereof at will.

## **ARTICLE VII: Duties of Officers**

### **Section 7.1: Duties of President**

The President shall: (1) Preside over all meetings of the GFM and the Board of Directors; (2) call all meetings of the Board of Directors; (3) perform all acts and duties usually performed by an executive and presiding officer; and (4) sign all papers of the GFM as she/he may be authorized or directed to sign by the Board of Directors. The President shall perform such other duties as may be prescribed by the Board of Directors.

### **Section 7.2: Duties of the Vice President**

In the absence or disability of the President, the Vice President shall perform the duties of the President.

### **Section 7.3: Duties of the Secretary**

The Secretary shall: (1) take all minutes of all Annual, Special, and Board meetings; (2) co-sign all papers of the GFM as she/he may be authorized or directed to co-sign by the Board of Directors.

### **Section 7.4: Duties of the Treasurer**

The Treasurer will make periodic inspections of the books and records of the financial transactions of the GFM. He/she will present a summary of the financial standings of the GFM to the Board of Directors at regular meetings. The Treasurer will ensure that the services of an outside auditor or accountant are secured for annual impartial inspections of the financial records.

### **Section 1.5: Market Master**

The Market Master position will rotate among board members and volunteers in the absence of a paid staff member.

## **ARTICLE VIII: Committees**

### **Section 8.1: Formation of Committees**

The Board of Directors may, at its discretion, appoint such committees as may be necessary.

## **Section 8.2: Committee Chairs**

In addition to the 5-member Board of Directors, Committee Chair Positions may be filled, if a need has been clearly identified for specific skills that would benefit the Board of Directors or the GFM as a whole. These Committee Chair Positions are appointed by the Board of Directors.

## **ARTICLE IX: Capitalization Fund**

This GFM shall establish and maintain a revolving fund for the purpose of acquiring and maintaining adequate capital to finance its operations.

## **ARTICLE X: Fiscal Year**

The fiscal year of the GFM shall commence on the first day of January each year and shall end of the last day of December.

## **ARTICLE XI: Amendments**

If notice of the character of the amendment proposed has been given thirty (30) days prior to the date at which the amendment will be considered, these bylaws may be altered or amended at any regular or special meeting of the Board of Directors by the affirmation vote of a majority of Directors present.

## **ARTICLE XII: Notices**

### **Section 12.1: Form; Delivery**

Whenever, under the provisions of law, the Articles of Incorporation, or these Bylaws, notice is required to be given to any Director or member such notice may be given via email, or in writing, by mail, addressed to such Director or member at his or her post office address as it appears on the records of the GFM. Such notice shall be deemed to be given at the time it is deposited in the United States mail, postage prepaid.

### **Section 12.2: Waiver**

Whenever any notice is required to be given under the provisions of law, the Articles of Incorporation, or these Bylaws, a written waiver thereof, signed by the person or persons entitled to said notice and filed with the records of the

meeting, whether before or after the time stated therein, shall be deemed to be the equivalent to such notice. In addition, any Director who attends a meeting without protesting at the commencement of such meeting the lack of notice thereof to him or her, shall be conclusively deemed to have waived notice of such meeting.

## **ARTICLE XIII: Corporate Finances**

### **Section 13.1: Deposit of Funds**

All funds of the GFM not otherwise employed shall be deposited in such banks or trust companies as the Board shall determine.

### **Section 13.2: Checks**

All checks, drafts, notes, and evidences of indebtedness of the GFM shall be signed by the Treasurer, or in his or her absence, by two Board members. Any checks for over \$500 must be signed by two Board Members.

## **ARTICLE XIV: Compensation; Contracts**

### **Section 14.1: Compensation**

Any director or officer or employee or contractor of the GFM is authorized to receive reasonable compensation from the GFM for services rendered to the GFM when authorized by the Board. No director of the GFM may receive compensation merely for acting as a member of the Board; provided, however, directors may be reimbursed for their actual expenses incurred while serving the GFM or carrying out their duties.

### **Section 14.2: Contracts with Directors and Officers**

No director or officer of the GFM shall be directly interested in any contract relating to the operations conducted by it, nor in any contract for furnishing services or supplies. No director or officer shall have an indirect interest in any contract under consideration unless (1) such contract shall be authorized by the Board of Directors, (2) the fact of such interest shall have been disclosed or known to the Board at the meeting at which such contract is so authorized and (3) the contract under consideration is clearly within the best interests of GFM. The interested Director shall not vote on any such contract, but his or her

presence shall be counted for purpose of determining the existence of a quorum.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by affirmative vote of the Board of Directors of the Greenbelt Farmers' Market.

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

**CERTIFICATION**

I certify that the foregoing document consisting of \_\_\_\_\_ pages was duly adopted by the Board of Directors of the **GFM** at a proper meeting duly called for such purpose and at which a quorum was presented.

Dated: \_\_\_\_\_

Secretary