

Parkrose School District 3

Code: KG
Adopted: 10-23-95

Re-Adopted: 10-27-97
Re-Adopted: April 28, 2003

COMMUNITY USE OF PARKROSE SCHOOL DISTRICT FACILITIES

The Board supports and encourages the community use of District facilities as Community Centers. This concept encourages the use of District facilities by community members for education, recreation, social, civic, and service activities when such use of facilities does not interfere with the regular school operations and education function or use of the facilities.

USERS:

The following categories define priority use of District Facilities including building and ground usage:

1. School and District activities directly related to the required K-12 school program, including graduation activities;
2. School and District activities related to the extracurricular K-12 school program such as sports and seasonal programs;
3. Youth related non-school activities: District Resident participants
 - Sponsored by and used for non profit activities
 - Sponsored by or used for profit activities
4. Youth related non-school activities: Open Participants
 - Sponsored by and used for non-profit activities
 - Sponsored by or used for profit activities
5. Community interest programs;
 - Public education assisted organizations
 - Public political forums (Public Service Forums)
 - Civic Service Groups sponsoring open activities
 - Neighborhood Association activities
6. Adult related non-school activities;
 - Sponsored by and used for non-profit activities
 - Sponsored by or used for profit activities

The Board expects the users of District facilities to treat the facilities with respect. A Building Use Request Form must be submitted to each facility office (generally to the principal or designee) of the facility requested to be used. The users of the facility must agree to all guidelines listed below and on the Building Use Request Form. The original copy of the agreement will remain in the school office, with copies distributed to the appropriate building administrator, building custodial staff, billing office, and facility user.

RESPONSIBILITIES:

1. The permit holder shall be of good repute and demonstrate responsibility. The permit holder and any representatives shall be held personally accountable for fulfillment of the terms of the agreement including payment of fees and damages beyond ordinary depreciation of buildings or equipment.
2. The permit holder shall be responsible for the conduct and control of both patrons and participants and shall see that all state, city and district regulations governing safety are followed.
3. Persons using district premises at any time or for any purpose shall not consume, sell, give or deliver any alcoholic beverages in district buildings or on the grounds thereof and all activities are prohibited which are illegal within the jurisdiction of the building in use. The permit holder will assure that no such activities are allowed. Violation of this section shall constitute grounds for the revocation of the existing permit and/or refusal of permission to use the building at any future time.
4. All arrangements for use of district buildings shall be made in accordance with instructions issued from the Office of the Superintendent.
5. Each permit shall state the specific areas to be used (such as auditorium, multipurpose room and kitchen or classroom number). The users shall confine their use of the building to the area or areas specified. Failure to comply with this regulation shall be grounds for revocation of the permit or additional charges.
6. Applications for use of district buildings shall be made out on a form provided by the Office of the Superintendent. No application will be approved until the building principal or facility coordinator has indicated that the premises are available on the day requested.
7. All school buildings are smoke and tobacco use free areas at all times. All users are subject to this condition.

PAYMENT OF RENTAL CHARGES:

1. Fees may be charged for use of district facilities. These include fees and charges for building use or rental, custodial fees, room and equipment set up, and take down, ~~building and facilities security, crowd control and security, clean up and security~~ deposits.
2. The fee schedule will be developed by the Superintendent and reviewed by the Board. The schedule will vary based on the facility used and the nature and purpose of the user and the event.
3. All payments will be made out to Parkrose School District with the exception of the Parkrose Community Center. Payment for Community Center use will be made to Parkrose Community Center.

Community Use of Parkrose School District Facilities - KG
(Cont.)

4. The District may establish and collect security deposits when, in the opinion of the district, a fee is necessary to assure that all conditions of rental or use permits are accomplished.
5. The District as good stewards of public property and public resources expects the facility user to cover the direct and in-direct costs associated with the rental of school facilities. Exceptions may be made based on the value of the activities for which the facility will be used. The District will seek to cover only the direct costs when the use of the facility, in the judgment of the Board, directly or substantially promotes the mission and objectives of the School District. Determinations will be made in accordance with Board Policy KGAB.

Approval for using the facilities will be generally granted for a period not to exceed one school semester. Requests must be resubmitted if the user desires to continue usage. For community groups needing commitment for planning exceeding this time (Boy Scouts, Camp Fire, etc.), special arrangements can be made.

The Superintendent will encourage the involvement of staff, parents and the community in the development of specific building use regulations.

Specific use guidelines may be developed for different buildings in the district. Policy and rules may vary by building or within in the buildings, based on the Districts needs and the specifics of each building.

END OF POLICY

Related Policy: KGAA, KGAB, KGAC, KGF, KGAD, KGAC-AR

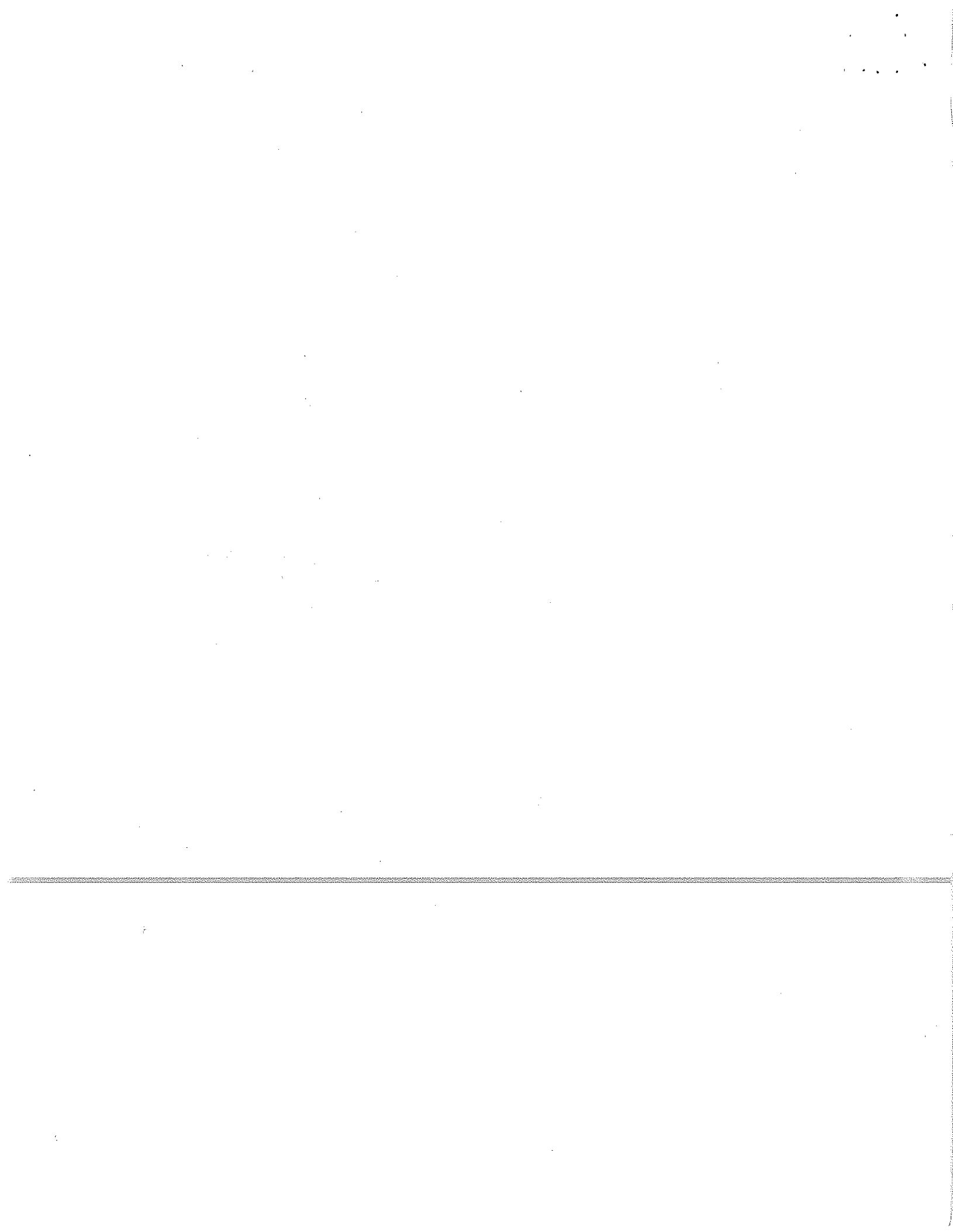
Legal References:

ORS 329.704

ORS 330.430

ORS 332.107

ORS 332.172



Parkrose School District 3

FREE (NO RENTAL FEE OR REDUCED FEE) USE OF DISTRICT FACILITIES

Any use of school facilities will incur some cost to the District and therefore to the taxpayers of the community. School facilities are public trusts given for the purpose of providing education for the children of our community. The District expects to recover the cost of facility use.

Cost will be identified as follows:

- **Direct Cost**: The cost of set-up, take-down, clean-up, security (including opening and locking the building) and other costs (fire, life, & safety issues) directly associated with the facility use. NOTE: This actual cost can/may vary due to the regularly scheduled hours and duties of the staff provided.
- **In-Direct Costs (Level-1)**: Those costs associated with the facilities include power, heat, equipment and general wear and tear.
- **In-Direct Costs (Level-2)**: Capital cost and facilities operation costs.

Free or reduced fees will be waivers or reductions of any or all of the above cost that would have been paid by the renter/user. For budgeting, accounting, and tracking purposes **all** costs will be identified and recorded. Direct costs and in-direct costs Level 1, will be covered or charged to the Community Services budget.

Eligibility for free or reduced use:

- **Free**:
 - ✓ School and school ground activities including events and activities associated with or represented by school groups.
 - ✓ Activities or events of a non-profit group serving Parkrose community children (District patrons) whose purpose directly promotes the mission and objectives of the school district.
 - ✓ Activities and events of community significance, which are specifically approved by the Superintendent and reviewed by the Board.
- **Reduced**:
 - ✓ Non-Profit organizations whose purpose or goal is student, child, or community centered. Such as but not limited to:
 1. Youth groups, which are representative of the Parkrose community such as Scouts, Camp Fire, 4-H, church, YMCA/YWCA, and similar organizations.
 2. Youth Sports Groups, Swim Club, Little League, American Legion etc.
 3. Parent-Teacher Groups, Parent Support Groups, Parent and District Committee Meetings, which foster District activities and community enhancement.

KGAB Continued

4. Business meetings of school personnel, students, or other persons connected with, or in the interest of the Parkrose School District.
5. Educational conferences or conventions sponsored by the Parkrose School District.
6. Adult education and community school classes.
7. Service clubs sponsoring benefits for the support of community projects or youth projects.
8. Meetings of Parkrose School District alumni associations.
9. Parkrose area Neighborhood Associations
10. Meetings of Parkrose Citizens, Parkrose Community Clubs, or Local Improvement Associations which are of interest or importance to residents of the Parkrose community.
11. Feedback sessions sponsored by State or Federal legislators whose congressional districts encompass all or part of the Parkrose School District.
12. Other social service agencies serving Parkrose Students or Community following.

Code: **KGAC**

Parkrose School District 3

Adopted: **3-8-93**

Re-Adopted: **10-23-95**

R-Adopted: **10-27-97**

Re-Adopted: **April 28, 2003**

RENTAL OF DISTRICT FACILITIES

As the District continues the vision of its schools as community centers, the Board recognizes the need to make District Facilities available for use by many diverse organizations. However, the Board also recognizes that certain costs are incurred to open the facilities to these groups. In addition, enhancement of these facilities is an on-going activity and rental moneys over and above the cost of maintenance and supervision should be used to fund these enhancements.

Thus, use of the facilities will require the necessity of groups or organizations to pay for the use of District Facilities for the following (non-inclusive) examples of activities:

1. Certain recreational activities for adults, the majority of whom must reside in the District.
2. Recreational activities for adults, sponsored by a community church or commercial organization located in the district.
3. Meetings of other governmental agencies (City of Portland, Multnomah County, State of Oregon, or United States) or governmental subdivisions.
4. Meetings of professional societies and organizations
5. Meetings of fraternal organizations.
6. Meetings sponsored by private companies or consultants.
7. Meetings of nonprofit organizations.
8. Religious services.
9. Space for music lessons, etc. (see policy KGAB for exclusions).
10. Commercial Uses

Charges for Use of District Facilities

The Superintendent/designee shall establish a schedule of charges for District Facilities. Request for waivers or fee charges will be in accordance with Policy KGAB or appealed to the Superintendent.

Insurance Requirements

Organizations or individuals contracting with the District shall provide certification of insurance prior to being granted final approval to use District Facilities.

Establishing Fee Schedules

Facility use or rental fee schedules will be established by the Superintendent and annually approved by the Board. (No later than September of each year) These schedules are established based on the following criteria:

- 1.) **For Profit Use** – Full Facility Cost Recovery: Fees will be set to cover all costs of operations including operational maintenance, repairs, and capital costs.
- 2.) **Non-Profit** – Full Cost Recovery: Fees will be set to cover all operational costs directly related to the facility. These include set-up, security, clean-up, and other direct use costs.
- 3.) **District Approved Organizations or Activity** - Added Cost Covers: Fees will be set to cover only additional costs or added costs due to the specific use of the facility.
- 4.) **No Fee or Cost** - Cost or fees will not be assessed to the user.

Accounting Tracking:

All use of facilities has some cost to the District. All added cost of facilities use at all locations will be tracked and identified. All costs including regular operation, maintenance, repairs, and equipment cost for the Community portion of the High School will be tracked and accounted for. Waivers, reductions, or any adjustment of cost for community use will be identified in the budget. Waived or reduced fees at the Community Center account may require transfers from the general fund.

End of Policy

Related Policy: KG, KGAA, KGAB, KGF, KGAD, KGAC-AR

Business Plan for Approval —
KGAB-AR-1
Adopted April 28, 2003
(Financial requests)
check Karen's email

Parkrose School District 3

**Free/Discounted Facility Use
Request Form**

(Use this form to qualify an organization for continued free/reduced Facility Use)

In accordance with District Policy KGAB and KGAC, I am requesting approval and recognition as a District recognized organization, which meets the criteria for free or discounted facility use. I am declaring that this organization is directly benefiting the children and or citizens of the Parkrose School District and that our activities promote and support the vision and purpose of the Parkrose Public Schools.

Name of Organization: PARKROSE FARMERS' MARKET

Address: PO BOX 20007 97294

Contact Person: STEVE Voorhees Phone # 503 890 7152

Primary Purpose or Goal: PLEASE REFER TO PARKROSE FARMERS' MARKET A NONPROFIT CORPORATION BYLAWS ARTICLE IV - PURPOSE

Financial Assets: (2) 10x10 TENTS (2) 10x20 TENTS (4) TABLES (30) PLASTIC CHAIRS

Current Assets: SAME AS FINANCIAL Current Liability ROOF / PAINT-A-POTTIES / INSURANCE

Income Source: STALL SPACE Amount: 25/VENDOR/WEEK month/year AVG. 21 VENDORS PER WEEK

Expense Source: STALL SPACE Amount: month/year

Current Officers: STEVE Voorhees (P)
Joy Voorhees (T)
GAIL PETERSON (S)

- Please attach a current set of:
1. Bylaws or other documents which guide this organization.
 2. Current roster of members and membership eligibility.

The Board may request additional information and/or detail. They may also request an interview prior to approval. The Board approval of this application will allow your organization to use school facilities without charge (or substantially reduced fee) in accordance with district policy KGAB and KGAC. Note: there may still be a charge for facility use based on added costs. Facility use without charge remains at the discretion of the District. The District will continue to identify and report costs associated with this rental.


Applicants Signature

Staff Recommendation: The Superintendent and staff make the following recommendations. Included are the estimated costs and impact of this request.

Staff Signature

Board Action:

Action Date: _____ Approval _____ Disapproval _____

Note: The cost associated with this rental will be identified by staff and assessed to the Community Center as part of the Boards/Districts Community Services budget. This action may require the use or transfer of funds from the General Fund to the Community Center Fund.

Conditions, Restrictions, Cost:



2009 RULES

AND

VENDOR HANDBOOK

Board of Directors approved: Jan. 15, 2009

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**HOURS AND DATES FOR 2009
PARKROSE FARMERS' MARKET**

Saturday Market season is every Saturday beginning May 02, 2009 through October 31, 2009. Hours are 8:30 a.m. – 2 p.m. every Saturday.

PARKROSE FARMERS' MARKET BOARD

Board Members	Steven Voorhees	Board President
	Gail Peterson	Board Secretary
	Joy Voorhees	Board Treasurer
	Shelley Loring	Board Member (Entertainment)
	Stan Griffith	Board Member
	Ruth Ann Richards	Board Member
	MaruLu Baetkey	Community Member
	Steven Voorhees	Market Master

MISSION STATEMENT

The objectives of the Parkrose Farmers' Market, Inc. are:

To give our community access to a wide variety of fresh, local, in-season farm products direct from the producer, to provide an informal, social gathering place in an open-air setting; to enhance the Parkrose and neighboring communities; to support our local growers by providing them with direct marketing opportunities in our market.

To achieve our objectives, the Parkrose Farmers' Market:

1. Secures and manages the physical market site.
2. Provides services to our customers that support Vendor sales and enhance the overall shopping experience, such as disabled parking and drive-up loading zones.
3. Works to maximize customer attendance by providing a variety of entertainment and special events during the market season.
4. ~~Offers nonprofit organizations the opportunity to sell in our Community Service Booth with profits going directly to the organization.~~
5. Provides space for the Master Gardener volunteers to dispense gardening advice to customers, answering their questions and helping them with garden-related problems.

Other Facts about the Parkrose Farmers' Market:

1. We are not a forum for political, commercial, or religious activities.
2. We are a 501- c4 Non-Profit Organization.

SPACE FEES AND REGISTRATION

Booth Spaces are 10'-0"x10'-0". Cost for one booth space is \$25 / Market Day. A maximum of two (2) booth spaces per Vendor is allowed for a total of \$50 / Market Day. The purpose of this rule is to keep large businesses from coming to the market and conglomerating or overshadowing the small business. All booth spaces must be prepaid (1) week in advance to insure your market space. If payment is not made in advance space will be assigned based on availability.

Registration

1. Market Participants (Vendors) are required to attend the yearly registration meeting, to be held in April of each year.
2. A completed Vendor application, with copies of all licenses relevant to that business, must be submitted for market review prior to April 1st of the year in which the Vendor wishes to participate at the Market.
3. All unpaid fees from previous year must be paid before Vendor's application will be accepted.
4. In order to become a Vendor at the Parkrose Farmers' Market, a \$50 membership fee must be submitted each year with the application, which can be obtained on-line. Membership dues will be waived for the 2009 season if applicant pre-pays for thirteen (13) weeks of booth space upon acceptance into the Parkrose Farmers' Market. All others will be required to pay a yearly membership due of \$50 upon acceptance into the Parkrose Farmers' Market.
5. **A booth space cannot be shared by two separate Vendors.**

STALL SPACE ASSIGNMENTS

Vendor locations and other considerations are at the discretion of the Market Master. The Market Master considers the Vendor's customer relationships, the product mix, customer flow, special promotions and seniority.

There are two categories of Vendors:

1. Those who pay for a large block of market days (13 or more) in advance.
2. Those who pay one week in advance

Category 1 will be given higher priority in terms of space assignment than those in category 2.

If a Vendor arrives at the market and has not paid for at least one week in advance they will be given a space only if one is available, and at the Market Master's discretion.

Weekly Vendors

- Weekly Vendors are those that call for a space assignment on a weekly basis. They are selected by the Market Master to fill any available open spaces on Saturday Market days.
 - Weekly Vendors must call prior to Noon on Wednesday immediately prior to the Saturday Market that the Vendor would like to attend.
 - Weekly assignments are made on Thursdays.
 - Vendors will be notified by telephone or e-mail of availability and space assignment.
 - Weekly Vendors are not guaranteed that they will be given a space, or that they will receive the same space they may have previously occupied.
 - Weekly Vendors pay the full \$25 weekly stall space fee.
 - Paying space fees must be done at the Market Information Booth between 1 - 2 p.m. each market day.
 - Please make out checks in advance, payable to the "Parkrose Farmers' Market."
 - Failure to pay your fee on market day will result in a \$10 late fee. Weekly Vendor status will be suspended until space fee and late charges are paid.
 - Vendors who are given a space assignment are responsible for occupying that space and paying the applicable fee.
 - Cancellations must be made by 8 a.m. Friday morning or a \$10 fee will be charged, as it may be difficult to find a Vendor at such late notice to fill your space. Empty spaces in the Market make for an unsuccessful market.
 - Vendors who cancel their space by not showing up on Market Day will not be eligible for another space assignment until the fee for the missed market and the late fee is paid.
-
- Repeat non-appearances may result in loss of Vendor status.
 - Family emergencies and illnesses will be considered when cancellations are made. However, a telephone call to the Market Master describing the situation is still required. If no telephone call is made, the previous rules for no-shows will be adhered to.

Long Term Vendors

- Long Term Vendors are those that wish to have a guaranteed permanent spot at the Parkrose Farmers' Market. A Long Term Vendor is required to pre-pay for 13 weeks or more of stall space at the current stall space fee.
- Vendors are required to notify the Market Master of cancellation by e-mail so that an accurate accounting can be retained. In the 'subject line' of the e-mail please type "Market Cancellation". If you do not have e-mail or access to a computer you may call the market phone 503.890.7152 and leave a detailed message including: the date you called, your full booth name, your name, a phone number and the day(s) and date(s) you are canceling. If a cancellation e-mail or phone message is not received by 8 a.m. Friday morning prior to the market day and you do not attend the market, fees will be forfeited and a \$10 dollar fee will be charged as it may be difficult to find a Vendor at such late notice to fill your space. Empty spaces in the Market make for an unsuccessful market.

If a Vendor has a reserved space and does not come to the market, their reservation fee will be carried forward to the next week, if the manager is notified in advance of the absence. The following week, the Vendor will get their regular space back. If there are no more market days left in the year Vendor will not be refunded stall fees in event of any type of absence from market

- Vendors who cancel their space by not showing up on Market Day will not be eligible for another space assignment until the fee for the missed market and the late fee is paid.
- Vendors will be notified by telephone or e-mail of availability and space assignment.
- Please make out checks in advance, payable to the "Parkrose Farmers' Market."
- Vendors who are given a space assignment are responsible for occupying that space and paying the applicable fee.
- Repeat non-appearances may result in loss of Vendor status.
- ~~Family emergencies and illnesses will be considered when cancellations are made.~~ However, a telephone call (503) 890-7152 or an email to the Market Master steve_voorhees@q.com describing the situation is still required. If no telephone call is made, the previous rules for no-shows will be adhered to.
- Long Term Vendors will be given a 5 percent discount on their total stall space fee if they pay for the entire season before May 31, 2009.
- Acceptance of Long Term Vendors will be based upon need, quality, display, presentation, and ability to follow the PFM rules.

Long Term Vendors will NOT be guaranteed a particular space if it is out of the control of the PFM if their regular space is unavailable due to unforeseen circumstances.

Vendors cannot sublet their spaces to another Vendor in the event they are unable to occupy their space on a given Saturday.

Full-Season and Half-Season Vendors may be given Seniority Status for particular stall spaces the following year if they follow all the PFM rules for the current year. However, if a particular Vendor does not follow the PFM rules, Seniority Status will be lost.

PRODUCT POLICIES AND GUIDELINES

Produce, Plants and Flowers

Parkrose Farmers' Market requires that each Vendor grow a minimum of 75% of the product he/she sells. 25% of their product may be subsidized by other growers. All products being sold can only be locally grown, caught and gathered in Oregon and southwest Washington State. Examples include berries, fruits, grains, flowers, fish, vegetables, and nuts, plants, trees and herbs. All produce and nursery Vendors are subject to a farm check prior to and during market season.

Subsidized product cannot be obtained from warehouse supplies. These products must come directly from the grower and be labeled as such when being sold at the Parkrose Farmers' Market. All subsidized products must be listed on the Parkrose Farmers' Market application and approved by the Parkrose Farmers' Market Board of Directors and Market Master.

Applications must be turned into the Parkrose Farmers Market by April 1st, in order to allow time for check if required, and processing.

Products grown by the Vendor will have priority over items brought in as subsidized items. Amount of items allowed to be sold in the market will be based on market need. It is the market's goal to provide a place for local growers to showcase and sell their products, not to flood the market with the same product. The base guideline for a product is (4) items of the same type in the market, i.e. (4) hanging basket Vendors, (4) cherry Vendors, (4) corn vendors, etc. If the market need is more than this as determined by the Board of Directors and Market Master, existing growers of the market will be given the opportunity to provide the needed item, if there is no existing grower available to fill the requested item the market will then look to bring in another grower that can help meet the demand needed.

Community Table

The Parkrose Farmers' Market offers a Community Table for local growers to sell their product without being a member of the market. The Community Table booth holds the right to refuse selling of a product based on quality and authenticity. Products sold at the Community Table must be labeled as to who it was grown by, where it was grown, and what if any sprays or chemicals were used to grow the product. Consignment fees for selling the products are determined by the vending booth selling the items. The Community Table will be run by Joy Voorhees of "The Farm." For more information contact Joy Voorhees via email at joy_voorhees@q.com.

Crafters and Artisans

The Parkrose Farmers' Market will include local artisans and Vendors of handcrafted items. Each item must be made by the Vendor. The market does not allow re-sale of crafts bought from distributors. All crafters and artisans will be required to be juried by the Market Master prior to attending the market. A "Vendor check" may be required prior to your acceptance into the markets. All crafters/artists are accepted on a "first-come, first-served" basis with consideration given to prior attendance record, seniority, product quality, and uniqueness of product. Applications must be turned in by April 1st, prior to attending the market to allow time for the market Board of Directors to jury the product.

Processed Foods

Agricultural producers may have their products dried, ground, roasted, smoked, frozen or otherwise altered in a simple, one stage processing method. Products must have appropriate labels with names, address, product name, ingredients, net weight, permits, price, and any other information required by the Oregon Department of Agriculture and Multnomah County

Non-agricultural producers may sell products which they have cooked, canned, preserved or otherwise treated in a certified kitchen. Products must have appropriate labels with name, address, product name, ingredients, net weight, permits and price.

Processed food Vendors must make products in a certified kitchen (see page 10 for more info on licensees). Processed food Vendors will not be allowed into the Parkrose Farmers' Market prior to providing the market board with these documents.

Prepared Food

Prepared food Vendors must provide a copy of a current licenses or permits required by the city, county or state to sell at Parkrose Farmers' Market (obtained from the ODA Food Safety at (503) 986-4750). Prepared food Vendors will not be allowed into the Parkrose Farmers' Market prior to providing the market board with these documents.

Nonprofits/Community Benefit Organizations

The Parkrose Farmers' Market, on a case-by-case basis, allows nonprofit/community benefit organizations to attend the markets. Please contact the Community Outreach Director for space availability, fees and information on the products that can be sold by nonprofit/community benefit Vendors. The Parkrose Farmers' Market retains the right to refuse any organization for any reason. Nonprofit/community benefit organization admission is at the discretion of the Board of Directors and or the Market Master.

Area Businesses

The Parkrose Farmers Market allows businesses to participate, and admission is granted on a case-by-case basis. Businesses which are permitted to participate may only display and demonstrate products. Direct sales are not allowed. Business Vendor admission to the Parkrose Farmers' Market is at the discretion of the Market Master and Board of Directors.

Political or Religious Activities

The Parkrose Farmers' Market is not a forum for political or religious activities. Memberships will not be issued to persons or organizations wishing to campaign or proselytize. No solicitation is allowed.

GENERAL RULES

1. Applications must be filled out and turned in to the market by April 1st prior to selling at the market. All Vendors must have a signed approval from the Board of Directors before attending.
2. All Vendors must pay for the first week in advance of attending their first market.
3. The Parkrose Farmers' Market reserves the right to refuse to do business with any Vendor, and to prohibit any product from sale. Reservation of space establishes no right to or guarantee of space rental in subsequent years.
4. There is no mixing of product types being sold at any one booth, i.e. a fruit/ produce Vendor may not sell crafts, nursery stock, cut flowers and vice-versa. If a Vendor wishes to sell more than one product they must be juried in by the Board of Directors as a new membership and have their own stall space for that product.
5. **VENDORS MUST NOTIFY THE MARKET MASTER WHEN UNABLE TO ATTEND.**
6. The Market Master will place a week-to-week Vendor in any vacant space beginning at 7:00 a.m. The non-reserved Vendor will be informed that this is a temporary situation.
7. **SETUP:** Admittance to and setup for the market begins at 6:00 a.m. All Vendors must enter the market from Shaver Street. No exceptions. Market Master will assign and direct each Vendor to their respective space. The market must be fully assembled by 8:00 a.m. Vendors must arrive no later than 7:30 a.m. No vehicles will be allowed into the market area after 8:00 a.m.
8. **THERE SHALL BE NO TRANSFER OF SPACE RIGHTS.**

YOUR BOOTH AND PERSONNEL

Vendors are expected to behave courteously at all times and not publicly disparage other Vendors or products. Behavior such as shouting, fighting, selling products in an aggressive way, or "hawking" detracts from the atmosphere of the market and will not be tolerated. Hawking can be defined as: yelling, barking, or screaming to promote your product. Any activity considered to be damaging to the market can result in the Market Master requiring that person or persons to leave the market.

All Vendors are required to provide a clean, sanitary, and visually appealing environment. This includes clean dress and appearance of Vendors and related personnel. All spaces must be kept neat and clean. Booth appearance is subject to approval of the Market Master or Board of Directors.

Booths are not allowed to be taken down until after 2:00 pm. Taking down of a booth space prior to close of market can cause confusion and a safety risk in the market place. It also can look like the Market is closing and customers will begin to leave. If you are sold out of products you must wait until the market closes (2:00 p.m.) to take down your booth space.

Handing out of samples, information flyers, etc. is permitted within your booth space. All food handling procedures must be followed. Refer to ODA regulations and Multnomah County regulations.

Vendor smoking is not permitted on market grounds at any time. The Parkrose Farmers' Market is a "Smoke Free Farmers Market".

Vendors are not allowed to bring their pets to the market (see Oregon Department of Agriculture regulations).

Canopies

All Vendors are required to have canopy weights, and have them secured at all times with enough weight to keep canopies anchored to the ground no matter the weather. There is a strong east wind that occurs at times and Vendors must be prepared for all weather situations.

Vendors who use open flame (hot food Vendors) underneath their canopies are required by city code to have a flame retardant canopy. Pre-treated flame retardant canopies can be purchased directly from canopy manufacturer(s). If you own a canopy that is not treated, you can contact the manufacturer of your canopy to get precise instructions regarding how to treat your canopy and what products to use on it. Fire marshals' will be checking canopies throughout the season and this code will be enforced.

Fire extinguishers are also required of any Vendor who uses an open flame either under or near their canopy. This is required by city code, and will be enforced. If you are found without a fire extinguisher, you will be required to acquire an approved fire extinguisher before the open flame is allowed.

Electricity

The Parkrose Farmers' Market does not guarantee electricity to their Vendors. All Vendors using electricity provided by the market may be charged an additional minimum fee of \$5.00. When the market is able to supply power to the booth it is the Vendor's responsibility, from the point of power connection, to ensure there are no public hazards associated with electrical cords.

Displays and Signs

Vendor name and location are required to be prominently posted each market week. Signs should be professional looking or professionally made. For safety reasons, no signs, displays or tent poles may obstruct the customer walk ways. All prices should be clearly and legibly marked or posted.

Supplies

All equipment and supplies are the responsibility of the Vendor.

SPECIAL PROGRAMS

Event Participation

Vendors may occasionally be asked to contribute produce or products towards promotional events, fundraisers, and giveaways for market customers or sponsors. For example, Vendors may be asked to donate a basket of berries or a melon for a "Market Basket" giveaway. Please support the market by participating in these events.

Food Stamps

The market is not authorized to accept food stamps at this time.

Oregon's Farm Direct Nutrition Programs (FDNP)

The W.I.C. program and the Senior program are completely administered by the Oregon Department of Agriculture. It is strongly suggested that all farmers who qualify participate in this program. Not only will this increase sales for you but it also benefits the market as a whole. For more information, contact the Oregon Department of Agriculture at (503) 872-6600.

The Parkrose Farmers' Market will be a distribution center for the Oregon Farm Direct Nutrition Program.

VENDOR UNLOADING/LOADING AND PARKING

Market Vendors are required to park a minimum of 1 block away from the Market. Parking in the schools (both Middle School and High School parking lots) is not allowed. Close parking spots are for our customers. If customers have to walk a long way to the market they will not purchase as much.

All Vendors are asked to proceed to their booth space, unload their vehicle(s) and remove their vehicle(s) from the parking lot as quickly as possible. It is understood that some Vendors need to have their tents set up prior to unloading of their product. All efforts will be made to make it a smooth and safe loading and unloading experience. If you are able to the best way to accomplish this is to Pull in, Unload, Park. Do not organize your booths contents with your vehicle in the market. Vendors must make this extra effort to keep the market as convenient as possible.

No vehicles will be allowed into the market area prior to 2:00 p.m. All Vendors are required to be cautious of customers in the market area during unloading and loading times.

CLEAN-UP

- Each Vendor is responsible for cleaning up his or her own stall before leaving for the day.
- Vendors shall be responsible for removing their own trash or debris.
- The market trash cans are for CUSTOMER USE ONLY.
- A verbal warning will be given to those who do not clean their space each market week.
- After a second offense, Vendors will be fined \$20.00.

- A third offense warrants expulsion from the Parkrose Farmers' Market.

Substances produced by your booth during the event must be disposed of:

Pack it In/Pack it Out – whatever you bring into the event you must take out. All grease, oils, gray water, cardboard, garbage, plastics, bottles, etc. must go home with you – no exceptions.

If a hot food Vendor is found dumping unacceptable waste in one of the street storm drains, a \$200 fine, payable immediately, will be imposed and immediate expulsion from the event for the remainder of the season will ensue. There will be no exceptions, regardless of your tenure at the event.

There are no trash dumpsters on site for the market use. Any Vendor found dumping garbage into school dumpsters will be subject to a \$200 fine payable immediately for each offense. Vendor will not be allowed to vend at the Parkrose Farmers' Market until restitution is made.

LICENSES AND SPECIAL REQUIREMENTS

- Vendors are responsible for being informed about and complying with state and local health regulations and licensing requirements governing the production, display, distribution, sampling and sale of their products. The Oregon Department of Agriculture's *Direct Marketing Handbook* can be ordered from the Oregon Department of Agriculture.
- The Parkrose Farmers' Market MUST have copies of current licenses required for operation of your business (nursery license, organic certification, licensed kitchen, etc., but copies of business licenses are not necessary). Please attach copies and return with your application. Your application will not be processed without your license(s) attached. An additional copy must be submitted upon renewal of an expired license.
- Vendors serving food to be consumed on premises must comply with the rules governing farmers' market sanitation and health issues as covered in the Oregon Department of Agriculture's *Farmers' Market Guidelines: Minimum Requirements for Food Safety*, and Multnomah County Requirements.
- Any processed food must have been prepared in a licensed facility, and a copy of the Vendor's license must be provided to the market. All such products must be packaged, canned or bottled according to state regulations. Guidelines for labeling of prepackaged food items are available from the Oregon Department of Agriculture, Food Safety Division.

Oregon Department of Agriculture
 635 Capitol St., N.E.
 Salem, OR 97301
 Phone: 503.986.4550 or 503.872.6600

- Food Handler's Licenses may be obtained from the Multnomah County Health Department. Temporary Restaurant Licenses are required of any Vendor selling "ready-to-eat" non-packaged foods. For specific information about who should or should not have a Temporary Restaurant License, please contact the Multnomah County Department of Health and Human Services: <http://www.co.multnomah.or.us/>.

- If you intend to sell by the pound you must bring your own certified calibration scale. All Vendors using scales must provide a copy of each scale certification to the market prior to attending the market. If you do not own a calibrated scale, we recommend pricing your product by the unit, for example, the ear, pint, head, bushel, bundle, peck, basket, etc. For more information, contact the Oregon Department of Agriculture, Measurement Standards at 503.986.4550, or <http://www.oda.state.or.us/regs.html>

PRICING TECHNIQUES

Prices are to be set at the sole discretion of individual Vendors. Collusion or any pressure among sellers to alter prices is strictly forbidden. All prices should be clearly and legibly posted.

ENFORCEMENT AND DISPUTES

All rules of the market are enforced by the Market Master who has ultimate on-site authority and is accountable to the Parkrose Farmers' Market Board of Directors. If a Vendor does not abide by the rules of Parkrose Farmers' Market the Market Master may take any action deemed appropriate, including barring the Vendor from the market that day, and any future market days.

Vendors who do not comply with market rules will first be given a verbal notice regarding the rule infraction. It is possible that you didn't know about the rule, even though it is written in the handbook. If, after a verbal warning the Vendor still ignores the rule, a written warning and a fine equal to double their booth fee will be given. A third offense will result in expulsion from the market.

A Vendor may appeal any decision of the Market Master concerning violation of these rules. An appeal must be presented in writing to the Parkrose Farmers' Market Board of Directors. Complaints should be sent directly to the president of the board. A vote by a majority of the Board of Directors shall constitute a final decision of any appeal.

MARKET MASTER

The Market Master is a volunteer position approved by the Board of Directors to assume responsibility for market day and office operations, to assist the various Vendors and consumers, and to make recommendations to and receive guidance from the board. The board, the Market Master and designated agents will enforce all rules and regulations in a fair and equitable manner.

The Market Masters job on the market site is to coordinate all of the activities of the day-to-day functioning of the market, to uphold market bylaws and enforce market policies. This includes overseeing market set-up and clean-up, organizing equipment and peripherals, assigning stalls, collecting fees, assuring Vendor compliance with clean-up and display, and answering questions.

The Market Master also acts as a conduit for communication between Vendors and customers and the Parkrose Farmers' Market Board of Directors.

The Market Master is required to attend Board meetings, but does not have a vote as Market Master.

MISCELLANEOUS

- The Parkrose Farmers' Market reserves the right to prohibit anyone from selling, or to prohibit any product from being sold.
- The Board of Directors reserves the right to make exceptions to these rules at its discretion.
- The Parkrose Farmers' Market is not responsible for loss or damages incurred or created by Vendors.
- Vendors are strongly encouraged to obtain general liability insurance.
- There shall be no discrimination regarding race, color, creed, sex, religion, age or national origin.
- Vendors are responsible for making sure all persons working at their booth are familiar with these rules. This is for your own protection.
- All Vendors shall receive a copy of this handbook.

**PARKROSE FARMERS' MARKET
A NONPROFIT CORPORATION
BYLAWS**

ARTICLE I - NAME

The name of the corporation shall be the Parkrose Farmers' Market. The principal office of the corporation shall be in Oregon.

ARTICLE II - INCORPORATION

This Association is an Oregon nonprofit corporation evidenced by the Articles of Incorporation issued October 10, 2007, by the Office of the Secretary of State of Oregon.

ARTICLE III - OFFICES

The Registered Agent and mailing address of the corporation will be Steven R. Voorhees, President, P.O. Box 20007, Portland, Oregon 97230.

ARTICLE IV - PURPOSE

The specific purpose of this corporation shall be:

1. Provide a location for local farmers to sell their products;
2. Help improve the local agricultural economy while providing a needed service for the community;
3. To recognize local farmers and crafters for their unique and local significance;
4. To introduce community members to the neighborhood and school, and fill a missing void in East Portland, which has no access to a farmers' market;
5. Promote the Parkrose area as a resource for food, crafts, and community, which is currently absent;
6. To demonstrate the need for saving farm land, forests, and open spaces in the face of growing density,
7. To serve as a place to form new bonds with outreach programs and Neighborhood Associations, building a closer, tighter community for years to come;
8. To be a means to give back to the community by giving 10 percent of collected stall space fees to the Parkrose High School and Middle School;
9. To provide a safe place for families to gather in a friendly atmosphere;

10. To provide an outlet for local school bands, choirs, talent groups, and art classes to show the community their talents; and
11. To help other not-for-profit organizations, such as land use, Portland Parks and Recreation, and other planning ideas to the community.

ARTICLE V – MEMBERS

Section 1. Classes and Voting.

There shall be one class of members of this corporation. Each member shall be entitled to one vote on all matters for which a membership vote is permitted by law, the Articles of Incorporation, or the Bylaws of this corporation.

Section 2. Qualifications.

A person shall become a member of the corporation by paying the annual membership fee, and upon approval by the Board of Directors.

Section 3. Termination of Membership.

Membership may be terminated by the Board of Directors after giving the member at least 15 days written notice by first class or certified mail of the termination and the reasons for the termination, and an opportunity for the member to be heard by the Board, orally, or in writing, not less than five days before the effective date of the termination. The decision of the Board shall be final and shall not be reviewable by any court.

Section 4. Annual Meeting.

The annual meeting of the members shall be held during the month of November or December.

Section 5. Special Meetings.

Special meetings of the members shall be held at the call of the Board of Directors, or by the call of the holders of at least five percent of the voting power of the corporation by a demand signed, dated, and delivered to the corporation's Secretary. Such demand by the members shall describe the purpose for the meeting.

Section 6. Notice of Meeting.

Notice of all meetings of the members shall be given to each member at the last address of record, by first-class mail at least 7 days before the meeting, or by means other than first-class mail at least 30 but not more than 60 days before the meeting. The notice shall include the date, time, place, and purposes of the meeting.

Section 7. Quorum and Voting.

Those votes represented at a meeting of members shall constitute a quorum. A majority vote of the members represented and voting is the act of the members, unless these Bylaws or the law provide differently.

Section 8. Proxy Voting.

There shall be no voting by proxy.

Section 9. Action by Consent.

Any action required or permitted by law to be taken at a meeting of the members may be taken without a meeting if a consent in writing, setting forth the action to be taken or so taken, shall be approved by all the members.

ARTICLE VI – BOARD OF DIRECTORS

Section 1. Duties.

The affairs of the corporation shall be managed by the Board of Directors.

Section 2. Number and Qualifications.

The number of Directors may vary between a minimum of three and a maximum of seven.

Section 3. Term and Election.

The term of office for Directors shall be two years. A Director may be reelected without limitation on the number of terms she or he may serve. The Board shall be elected by the members at the annual meeting of the members by a majority vote of the members represented and voting.

Section 4. Removal.

Any Director may be removed, with or without cause, at a meeting called for that purpose, by a vote of a majority of the members entitled to vote at an election of Directors.

Section 5. Vacancies.

Vacancies on the Board of Directors and newly created board positions shall be filled by a majority vote of the Directors then on the Board of Directors.

Section 6. Quorum and Action.

A quorum at a board meeting shall be a majority of the number of Directors prescribed by the Board, or if no number is prescribed, by a majority of all Directors in office immediately before the meeting begins. If a quorum is present, action is taken by a majority vote of

directors present. Where the law requires a majority vote of directors in office to establish committees that exercise Board functions, to amend the Articles of Incorporation, to sell assets not in the regular course of business, to merge, to dissolve, or for other matters, such action is taken by that majority as required by law.

Section 7. Regular Meetings.

Regular meetings of the Board of Directors shall be held at the time and place to be determined by the Board of Directors. No other notice of the date, time, place, or purpose of these meetings is required.

Section 8. Special Meetings.

Special meetings of the Board of Directors shall be held at the time and place to be determined by the Board of Directors. Notice of such meetings, describing the date, time, place, and purpose of the meeting, shall be delivered to each Director personally or by telephone, mail, or e-mail communication, not less than two days prior to the special meeting.

Section 9. Alternative Meeting Venue.

Any regular or special meeting of the Board of Directors may be conducted through use of any means of communication by which all Directors participating may simultaneously hear each other during the meeting.

Section 10. No Salary.

Directors shall not receive salaries for their Board services but may be reimbursed for expenses related to Board service.

Section 11. Action by Consent.

Any action required or permitted by law to be taken at a meeting of the Board may be taken without a meeting if a consent in writing, setting forth the action to be taken or so taken, shall be approved by all the Directors.

ARTICLE VII – OFFICERS

Section 1. Titles.

The officers of this corporation shall be the President, Secretary, and Treasurer.

Section 2. Election.

The Board of Directors shall elect a President and Treasurer to serve two-year terms, based on even years, and the Secretary and Vice-President (if there is a vice-president, although one is not required) based on odd-year terms. An officer may be reelected without limitation on the number of terms the officer may serve. Only members of the Board of

Directors can be officers of this corporation. The difference in terms is so that there are always experienced members on the Board of Directors.

Section 3. Vacancy.

A vacancy in any office shall be filled not later than the first regular meeting of the Board of Directors following the vacancy.

Section 4. Other Officers.

The Board of Directors may elect or appoint other officers, agents, and employees as it shall deem necessary and desirable. They shall hold their offices for such terms and have such authority and perform such duties as shall be determined by the Board of Directors.

Section 5. President.

The President shall be the chief officer of the corporation and shall act as the Chair of the Board. The President shall have any other powers and duties as may be prescribed by the Board of Directors.

Section 6. Secretary.

The Secretary shall have overall responsibility for all recordkeeping. The Secretary shall perform, or cause to be performed, the following duties: (a) official recording of the minutes of all proceedings of the Board of Directors and members' meetings and actions; (b) provision for notice of all meetings of the Board of Directors and members; (c) authentication of the records of the corporation; (d) maintaining current and accurate membership lists; and (e) any other duties as may be prescribed by the Board of Directors.

Section 7. Treasurer.

The Treasurer shall have overall responsibility for the financial records of the corporation. The Treasurer shall perform, or cause to be performed, the following duties: (a) keeping of full and accurate accounts of all financial records of the corporation; (b) deposit of all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors; (c) disbursement of all funds when proper to do so; (d) making financial reports as to the financial condition of the corporation to the Board of Directors; (e) maintaining current and accurate membership lists; and (f) any other duties as may be prescribed by the Board of Directors.

ARTICLE VIII – CORPORATE INDEMNITY

This corporation will indemnify to the fullest extent not prohibited by law any person who is made or threatened to be made a party to an action, suit, or other proceeding, by reason of the fact that the person is or was a director or officer of the corporation or a fiduciary within the meaning of the Employee Retirement Income Security Act (or its corresponding future provisions) with respect to any employee benefit plan of the corporation. No

amendment to this Article that limits the corporation's obligation to indemnify any person shall have any effect on such obligation for any act or omission that occurs prior to the later of the effective date of the amendment or the date notice of the amendment is given to the person. The corporation shall interpret this indemnification provision to extend to all persons covered by its provisions the most liberal possible indemnification—substantively, procedurally, and otherwise.

ARTICLE IX – FISCAL YEAR

The fiscal year of the Association shall be as determined by the Board of Directors.

ARTICLE X – CONFLICTS

In the event of any irreconcilable conflict between these bylaws and either the Association's Articles of Incorporation or applicable law, the latter shall control.

ARTICLE XI – AMENDMENTS TO BYLAWS

Both the Board of Directors and the members must vote to amend or repeal these Bylaws or to adopt new ones. The Board of Directors must vote to amend or repeal these Bylaws or to adopt new ones by a majority vote of directors present, if a quorum is present. Prior to the adoption of the amendment, each Director shall be given at least two days' notice of the date, time, and place of the meeting at which the proposed amendment is to be considered, and the notice shall state that one of the purposes of the meeting is to consider a proposed amendment to the Bylaws and shall contain a copy of the proposed amendment. The members must vote to amend or repeal these Bylaws or to adopt new ones by a majority vote of the members represented and voting. Prior to the adoption of the amendment, each member shall be given the notice of meeting required by these Bylaws and the notice shall state that one of the purposes of the meeting is to consider a proposed amendment to the Bylaws and shall contain a copy of the proposed amendment.

ADOPTED this 8th day of November, 2007.

Signature of Corporate Officer: _____
Print Name: _____
Title: _____