



# 2023 MARKET VENDOR GUIDELINES

[WWW.WACCAMAWMARKETS.ORG](http://WWW.WACCAMAWMARKETS.ORG)

## **INTRODUCTION**

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The guidelines included in this packet apply to all vendors participating in farmers market events hosted by the Waccamaw Market Cooperative. Additional rules and guidelines may apply for participation in the Cooperative's future market programs.

## **APPLICATION**

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The final portion of this packet includes an application that must be completed and submitted for approval prior to participation in the 2023 Waccamaw Market Cooperative season. Completed applications may be sent to:

[stipton@waccamawmarkets.org](mailto:stipton@waccamawmarkets.org)

OR

**Waccamaw Market Cooperative**

**5001 N Kings Hwy, STE 202**

**Myrtle Beach, SC 29577**

For more information visit:  
[www.waccamawmarket.org](http://www.waccamawmarket.org) or email  
[stipton@waccamawmarkets.org](mailto:stipton@waccamawmarkets.org)

# 2023 Market Vendor Guidelines

## Mission and Goals

The Mission of the Waccamaw Market Cooperative (WMC) is to improve the economic viability of communities in the Waccamaw Region through establishment and operation of networked seasonal farmers markets. Each market offers an authentic, family friendly atmosphere that provides a plentiful variety of fresh local produce and other complimentary shopping opportunities.

### A. TIMES FOR MARKET SALES

Each Market will open and close at the times listed below unless otherwise determined by the WMC Board, Executive Director and /or acting site manager. Approved vendors may begin set up two (2) hours before opening times. Vendors must check in with the Market Manager upon arrival and will be directed to an assigned or open available space. No spaces will be reserved.

Tuesday	Friday	Saturday		
<b>Surfside Beach</b> Memorial Park 10am - 3pm April 4 – December 19 <i>set up may begin at 8am</i>	<b>North Myrtle Beach</b> 925 1st Ave S 10am - 3pm May 5 – December 15 <i>set up may begin at 8am</i>	<b>Conway</b> under the Main St bridge 8am - 1pm May 6 - October 28 <i>set up may begin at 6am</i>	<b>Georgetown</b> TBD 8am - 1pm May 6 - October 28 <i>set up may begin at 6am</i>	<b>Valor Park</b> 1120 Farrow Pkwy, MB 10am - 3pm April 1 – December 16 <i>set up may begin at 8am</i>
Pop Up Markets				
<b>The Hammock Shops</b> 10880 Ocean Hwy, PI 12pm - 4pm Sundays: 4/23, 5/7, 5/21 6/4, 6/18, 7/2, 7/16, 8/6 8/20, 9/24, 10/29, 11/26 <i>set up may begin at 10am</i>	<b>Murrells Inlet</b> Lee's Inlet Kitchen lot 10am - 2pm (last Sunday of April-Aug) 4/30, 5/28, 6/25, 7/30, 8/27 <i>set up may begin at 8am</i>	<b>CCU</b> Prince Lawn 9am - 2pm Wednesday, April 19 <i>Fall dates TBD</i>		

**\*\*NOTE:** No sales are allowed before the opening time or after the closing time. Orders may be taken prior to market day, but shall not be filled until after the opening bell. For example: if a customer orders a bushel of tomatoes prior to market day, the vendor may set back or reserve the tomatoes, but the vendor may not take money or hand over the tomatoes to the customer until after market opening. An early pick-up schedule may be established for pre-ordered items and bulk purchases subject to coordination by the Market Manager.

### B. VENDORS

All vendors wishing to participate in any of the market events sponsored by the WMC must complete and submit the 2023 WMC VENDOR APPLICATION at the end of this packet. Please submit the application according to the one category below that fits your product best. Neither applying to sell, nor having sold with us in the past, is a guarantee that you will be accepted. Likewise, meeting the eligibility standards within the guidelines does not guarantee acceptance because of the competitive nature. The Market reserves the right to refuse the application of any vendor or any application at any time and for any reason. The WMC has no obligation to follow precedent setting made from previous applications.

“Local” in this case means grown within a fifty (50) air mile radius of any WMC market. The primary goal of the WMC is to support “local” agriculture in the counties that make up the Waccamaw Region.

1. **Farmer** – Farmers may be the actual producing individual, an immediate family member, Farmer, staff or employee of the producing individual’s business. Farmers may supplement their inventory with items/products from other farms and regions so long as the majority of what is being sold has been produced and/or acquired from the region defined as “local” above. A Farmer may be a sole proprietorship, partnership, cooperative or corporation. Exceptions can be made to the local producer rule on a case-by-case basis for products that are not available within the local area. These cases must be brought to the Executive Director for approval.
2. **Reseller** – Sellers of crops that cannot be grown reliably, or are not offered for sale in sufficient quantity, by Farmers selling at a given WMC Market. The following terms and conditions apply to all vendors classified as Resellers:
  - a) No more than two vendors classified as Resellers are allowed to participate at any one market at any given time.
  - b) Verification of specific local sources may require approval by the board. Such verification should be confirmed through the provision of a letter by the producer through which the items are acquired confirming the location of the farm within the area defined as “local” by these guidelines.
  - c) Signage shall be displayed at all times identifying the vendor as a “Reseller” and listing the farms/locations through which the items available for resell are sourced.
3. **Ready to Eat** – One who sells foods that they have personally prepared or processed. Ready to Eat vendors offer fresh food products that have added value to their product through some sort of “hands-on” processing (e.g., hand-filletted fish, smoked or butchered meats, handmade candies/nuts, etc.). A limited number of Ready to Eat vendors will be approved, and preference will be given to those who highlight fresh, local and seasonal ingredients. Vendors are asked to minimize disposable containers and food wrappers when possible. Proof of compliance with all federal, state and local regulations will be requested as part of the approval process.
4. **Artisan**– WMC strives to provide venues for locally-made handcrafts that are well conceived, expertly executed and handmade by the artisan. First priority will be given to crafts which feature materials that are found or grown naturally in our region. All WMC markets are to be considered agriculture-first venues; therefore, the number of Artisan Vendors will not exceed the number of Farm Vendors. Artisan Vendors must agree to allow a Market Manger to inspect their crafts and/or facility before approval is granted. *\*Photos of items are required with the application.*
5. **Nonprofit and Community Organizations** – The WMC welcomes local nonprofit groups to promote their civic clubs or organizations as long as their missions and market activities fall within the purpose of the market. A written description of the group's purpose and intended market activities will be part of the application process. *The fee may be waived if the group is not selling anything at the market, and if they are deemed educational in a way that compliments the Market's purpose.*

### C. ALLOWABLE PRODUCTS

Vendors shall submit a product plan and photos with their application at the beginning of each season, indicating the crops and products they plan to sell at the Market. Products should fall into the following categories:

1. **Vegetables/fruits/herbs** grown by the farmer/grower/vendor, including mushrooms. No more than 50% of a vendor's total product mix should come from another "local" farm.
2. **Fresh baked goods** from scratch (not store-bought mixes), using "local" seasonal ingredients in at least 25% of the products for sale. Preference is given to vendors that use locally acquired eggs, fruit, herbs, vegetables, or meat used as ingredients in the baked goods.
3. **Cheeses or other value-added products from milk** produced on the producer-vendor's farm or purchased from "local" dairy farms. All dairy products must be pasteurized and in accordance with state and county health codes.
4. **Cut flowers** which were grown on the grower's own farm or greenhouse.
5. **Eggs** which are from the producer-vendor's own poultry. **NOTE: An egg license is required by the SC Department of Agriculture in order to distribute eggs at any farmers market.**
6. **Jams, honey, syrup, and other value-added products** which are freshly made from scratch by the vendor (not using store-bought mixes), using seasonal ingredients from their farm or another "local" farm. Processing must comply with local and state health codes. Sauces, salsas, canned vegetables and fruits must be processed by a licensed processing facility. Cider or other juices must be produced from the producer-vendor's own fruits or that of other "local" producers, but may be processed off-farm. Vendors should be prepared to provide the Market Manager with the name and contact information of the processing facility when asked.
7. **Soaps/Candles/Body Care products** which are hand-crafted using seasonal ingredients from their farm or another "local" farm. Any herbs (or their essential oils), milk, honey, or other natural products included in the products should be grown by the producer/vendor or purchased directly from another "local" producer. Candles and soaps should be naturally-based from a product grown in the "local" area (milk, honey, etc., NOT soy or other product of unknown origin).
8. **Meat from livestock** raised by the producer/vendor and which has been processed at a federally-inspected facility. Fish/Shellfish which are raised by the vendor may be sold, provided that they are processed and sold according to state and county health guidelines.
9. **Woodcrafts** which are handcrafted by the vendor from wood grown on her/his farm or that of another "local" producer (preferably from trees native to the region).
10. **Wools and pelts/fleeces** which are from the farmer's own animals.
11. **Potted plants, shrubs, or annual bedding plants** which are raised from seed or cuttings, NOT purchased plugs that are repotted for re-sale.
12. **Straw, hay, compost, or other agricultural products** which are produced by the producer vendor.
13. **Artisan Crafts produced by vendors with their own hands.** A majority of the tools and equipment used by the crafter to produce their products must require skill, person handling and/or guidance by the crafter. Acceptable items include: herbal products, garden art and furniture, pottery, candles, botanical and floral products, abused metal work, wrought iron garden art, and crafts made from agricultural materials such as goats' milk, eggs, and beeswax. Items such as photographs, paintings, etc. will be considered on an individual basis with regards to subject matter and space availability. Items must be original, unique, actual work of the crafts person, family member or partner. All products must be high quality, safe and an enhancement to the Market. All products must be submitted via photos and pre-approved by the Vendor Selection Committee.

**NOTE:** Other farm-related products not listed here may be sold through a provisional arrangement. Permission to sell a product not included in the above listed items should be requested from the Market Manager prior to sale at the Market. The Market Manager may refer such requests to the Executive Director.

#### D. CONTRABAND ITEMS

The below items are deemed not allowable within the guidelines (*Additional restrictions may be added throughout the season as needed*):

- Imports, novelties, franchise products
- Items made from craft kits
- Commercial or manufactured items
- Second hand items
- Clothing
- Fabric wreaths or store-bought wreath bases
- Photography or paintings that do not relate to local agriculture or food
- Jewelry that is made from craft store materials

*\*additional items excluded from the Hammock Shops location include: fudge, engravings, olive oil & balsamic, hot foods, Pawleys Island and Hammock Shops merchandise*

*\*\*additional items excluded from the Valor Park location include: coffee, Boba tea*

#### E. VENDOR APPLICATION

All persons intending to sell at any market sponsored by the WMC must file a vendor application with the Executive Director prior to participation in the market. This document requires the vendor to:

1. Become a member of the WMC by paying the annual vendor membership fee upon acceptance.
2. List business name, contact information and specifics of what is grown and/or produced.

The Board of Directors, Executive Director and/or Market Manager reserve the right to refuse Market participation to any new applicant if the producer-vendor is proposing to sell products already in abundant supply at the Market. The producer-vendor applicant will be put on a waiting list for possible openings in the future. These principles do not apply to promotional markets.

#### F. VENDOR MEMBERSHIP FEES

All participants in any WMC markets or associated activities shall be a member of the Cooperative. The Annual Membership Fee of the WMC should be submitted no later than the opening market day. Membership fees are utilized to maintain general liability coverage for all market vendors. General liability coverage is required for all vendors and is not transferrable to other market locations. Membership fees are non-refundable.

1. **WMC Farmer Member:** \$75 (membership fee) + day fee (see below).
2. **WMC Non Farmer Member:** \$100 (membership fee) + day fee (see below).
3. **Temporary vendor:** Ability to sell no more than 3 times in the current market season with no annual membership fee. Application and \$25 day fee apply. \*

#### G. VENDOR DAY FEES

All participants in any WMC markets are required to pay a Day Fee per market attended. Market fees may be paid in full in advance or daily to the Market Manager. **A 20% discount per market is offered when vendor fees are paid in full at the beginning of the season.** Day Fees are determined by vendor type:

1. Farmer	\$15
2. Ready to Eat	\$20
3. Reseller	\$25
4. Artisan	\$25
5. Nonprofit/Community Organizations	\$0
6. Temporary*	\$25

**Double Spaces:** Market vendors that wish to purchase two spaces may purchase the additional space for 1.5 times the full cost of a permanent 10-foot space.

#### H. VENDOR ATTENDANCE/LATE ARRIVAL

At the opening of the market, vendors must be at their tables prepared to sell, so as to prevent disruptive behavior such as carrying of products across the Market or moving vehicles during times customers are present. Arrival requirements include:

1. Arriving with enough time to properly set up booth and be able to sell at opening time
2. Not arriving before designated set up times
3. Vendors arriving without adequate time to set up before opening will not be able to participate in the market for the day and will be asked to leave by the market manager on duty

#### I. EXTERNAL REGULATIONS

Vendors are responsible for compliance with applicable city, county, state and federal regulations, licenses and/or permits and supplying the Market Manager with proof of such if needed. Regulations such as (but not limited to):

1. Agricultural business license
2. Pesticide licensing and safe use
3. Approval seal on weighing devices granted by the SC Department of Agriculture
4. State sales tax collected as required
5. Organic certification on claimed products as required
6. Hospitality Tax (City of Myrtle Beach)
7. Food safety, sanitation, health permits and labeling issues that apply to the item (SCDHEC)
8. State inspection of nursery stock required for selling whole plants for replanting (packs or pots)

\*All vendors participating at the **Surfside Beach Farmers Market** **must** purchase a Town of Surfside Beach Business License and provide a copy to the WMC before your first attendance at that market. If you do not already own a Town of Surfside Beach Business License you may purchase one by emailing [businesslicense@surfsidebeach.org](mailto:businesslicense@surfsidebeach.org). All licenses must be on display at your booth during the market.

#### J. MARKET SIGNAGE

All vendors are required to hang and/or wear WMC issued sign stating their business name and vendor type. This will be given out by the Market Manager. Farmer and Producer vendors are required to:

1. Display a sign identifying the name and location of their farm or business
2. Have signs, boards, tags, or labels listing prices of **every item for sale**
3. "Organic" produce, or produce called "organic," must display a sign giving their organic grower's certification and their certifier's organization, unless exempt from certification. Proof of exemption from organic certification should be available for the Executive

Director's inspection if so requested. Organic and non-organic produce should be clearly separate in the display

4. Signs and identification must be posted before sales begin

#### **K. TENT/TABLE**

Vendor are responsible for bringing their own tent and tables to use for set up at the market. Spaces accommodate a 10'x10' tent of choice that must be weighted down. **\*Tablecloths are required for every table set up at the market\***

#### **L. CLEAN UP**

Vendors must clean up the area around their vehicles and/or sales area before leaving, including: containers, waste, trimmings, trash, or garbage. The Market Manager will be responsible for ensuring that any trash from public traffic at the market sites is properly removed and disposed of at the close of each market day.

#### **M. PUBLIC SAFETY**

Shade structures must be secured to prevent wind damage or injury.

#### **N. MARKET BEHAVIOR**

Vendors are independent entrepreneurs participating at a family friendly event with a common stake in creating a vibrant marketplace. Activities that seem to violate normal sales practices and these market rules can be questioned by other vendors. The Executive Director and/or Market Manager will assist in finding a resolution. If this fails, the Board of Directors will conduct a vote if requested. When a vote on an alleged "abnormal activity" favors a change in a vendor's practice, the vendor in question must comply. See Market Rules Enforcement and Grievance Policy for the process to be followed. "Abnormal activities" include but are not limited to:

1. Recruiting WMC vendors to non WMC markets during operation
2. Speaking negatively about the market, other market members, or their products
3. Unsafe conditions or hazards at sales area
4. A stand that impedes access to other vendors
5. Condition of sales area, products, or vendor behavior that detracts from the market's appearance, overall quality or reputation

#### **O. MARKET DRESS CODE**

All vendors and their staff shall maintain a neat and clean appearance that meets all health standards during market activities. The Market Manager is responsible for making the determination of appropriate attire and may ask the vendor to make changes as needed.

#### **P. ONSITE-PARKING**

Vendor vehicles are allowed to be parked in or adjacent to primary market vending space only during times when the market is closed for operation. Vehicles should be moved to a designated vendor parking area as soon after unloading as possible. Vehicles will not be permitted in primary market vending space during operational hours.

## Q. EDUCATIONAL AND COMMUNITY ACTIVITIES

One space will be made available free of charge for educational activities relating to sustainable agriculture and for non-profit community groups. This space will be made available on a first-come, first-served basis, but must be approved and booked by the Executive Director in advance or by emailing the Cooperative at [stipton@waccamawmarkets.org](mailto:stipton@waccamawmarkets.org). One space may be held by the WMC to use as the market information booth, for promotional or educational purposes.

## R. MARKET RULES ENFORCEMENT

The Market Manager ensures compliance with the market rules, however, the Market Manager has the authority to grant exceptions to the market rules on an individual basis for reasons of dire need. The Market Manager has the authority to impose disciplinary action at the market site when needed.

In the event of customer dissatisfaction with a particular vendor or some aspect of market operations, the dispute must be resolved to the satisfaction of the customer, vendor and Market Manager in a timely manner.

All violations of the market rules as well as customer complaints should be reported by the Market Manager to the Executive Director.

Failure by a vendor to comply with the market rules or comply with the Market Manger's resolution of a complaint of "abnormal market behavior" can result in the temporary removal of the vendor from market participation. The procedure regarding violations of the market rules or a complaint of "abnormal market behavior" is as follows:

1. **First violation:** Vendor receives written notification of violation and must cease action cited in violation.
2. **Second violation:** If vendor is found committing the same violation or any other violation, then vendor can stay for that market day but will lose the right to sell the following 2 weeks.
3. **Third violation:** If vendor is found committing the same violation or any other violation, the vendor can stay for that market day but loses the right to sell for the rest of the market season. Failure to immediately comply as requested shall be cause for the revocation of right to sell and expulsion from the market. Upon revocation vendor shall promptly vacate premises. Upon failure to vacate, the Market Manager shall remove the vendor's property from the premises at the vendor's expense. The market is relieved and discharged from any and all losses or damages caused by such removal. The WMC shall not be responsible for storage or safekeeping of property so removed.

## S. GRIEVANCE POLICY

Any vendor has the right to a hearing before the Board of Directors. A request for such a hearing should be submitted in writing and signed by the complainant to the Executive Director and/or President of the Board of Directors. The Board of Directors has one (1) week to respond to the vendor's request for a hearing. A hearing should occur no later than two (2) weeks from submission of the written request for a hearing. The hearing shall be conducted by the Board of Directors and open to any WMC members who want to observe. A majority vote by the Board of Directors shall determine the final resolution of the grievance by the vendor. The Board of Directors has no obligation to follow precedent setting made in previous hearings.



**T. HOLD HARMLESS CLAUSE**

I HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS THE WACCAMAW MARKET COOPERATIVE, ITS EMPLOYEES, OFFICERS, AGENTS AND/OR CONTRACTORS FOR AND AGAINST ANY AND ALL DAMAGES, LOSSES, SUITS, LIABILITY AND/OR CAUSES OF ACTION RESULTING FROM PROPERTY DAMAGE, AND/OR FROM PERSONAL INJURY, INCLUDING DEATH, OF MYSELF ARISING OUT OF OR IN ANY WAY CONNECTED WITH OUR PARTICIPATION IN THE WACCAMAW MARKET PROGRAM, EXCEPT TO THE EXTENT THAT SUCH DAMAGE OR INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE WACCAMAW MARKET COOPERATIVE, AND COVENANT NOT TO SUE OR TAKE ACTION AGAINST THE COOPERATIVE, ITS EMPLOYEES, OFFICERS, AGENTS AND/OR CONTRACTORS EXCEPT AS SET OUT HEREIN. I FURTHER PERMIT THE WACCAMAW MARKET COOPERATIVE TO USE PHOTOGRAPHS OF ME FOR MARKET PUBLICITY.

ALL VENDORS PARTICIPATING IN MARKETS SPONSORED BY THE WACCAMAW MARKET COOPERATIVE MUST ABIDE BY THESE RULES. THE WACCAMAW MARKET COOPERATIVE OR ITS REGISTERED AGENT SHALL ENFORCE ALL RULES AND REGULATIONS AND RESERVES THE RIGHT TO UPDATE AND/OR CHANGE THE GUIDELINES AND RULES AT ANYTIME DEAMED APPROPRIATE BY THE WACCAMAW MARKET COOPERATIVE. PERMITS TO PARTICIPATE IN ANY MARKET CAN BE REVOKED BY THE COOPERATIVE.

**I have read, understand and agree to abide by the above 2023 Waccamaw Market Cooperative Vendor Guidelines.**

**Signature** \_\_\_\_\_

**Print Name** \_\_\_\_\_

**Date** \_\_\_\_\_



## 2023 WMC FARMERS MARKET LOCATIONS & TIMES

Each Market will open and close at the times listed below unless otherwise noted. Vendors must check in with the Market Manager upon arrival and will be directed to an assigned or open available space.

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## 2023 WMC VENDOR FEES

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<i>Farmer</i>	<b>\$15</b>
<i>Ready to Eat</i>	<b>\$20</b>
<i>Reseller</i>	<b>\$25</b>
<i>Artisan</i>	<b>\$25</b>
<i>Nonprofit/Community Organization</i>	<b>\$0</b>
<i>Temporary*</i>	<b>\$25</b>

*\*Temporary vendors may sell no more than 3 times per market season with no annual membership fee. Approved application required.*

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**WMC FARMER MEMBER: \$75 ANNUAL FEE**

**WMC NON-FARMER MEMBER: \$100 ANNUAL FEE**

# 2023 WMC VENDOR APPLICATION

VENDOR TYPE (CIRCLE ONE): FARMER | READY TO EAT | ARTISAN | RESELLER | NONPROFIT

BUSINESS NAME: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

WEBSITE: \_\_\_\_\_

SOCIAL MEDIA: \_\_\_\_\_

HAVE YOU BEEN A MEMBER OF THE WMC BEFORE? YES | NO IF YES, WHEN? \_\_\_\_\_

HAVE YOU BEEN DENIED A WMC MEMBERSHIP? YES | NO

IF YES, DESCRIBE WHAT HAS CHANGED ABOUT YOUR PRODUCTS IN THE SPACE BELOW:

MEMBER OF "CERTIFIED SC"? YES | NO AUTHORIZED TO ACCEPT SNAP? YES | NO

ITEMS TO BE SOLD (ITEMS AND SOURCES MUST BE LISTED):

PLEASE CIRCLE THE LOCATIONS YOU PLAN TO ATTEND:

CONWAY

GEORGETOWN

HAMMOCK SHOPS

MURRELLS INLET

NORTH MYRTLE BEACH

SURFSIDE BEACH

VALOR PARK

**\*\*FRONT AND BACK OF APPLICATION MUST BE COMPLETED TO BE CONSIDERED \*\***

# WACCAMAW MARKET COOPERATIVE VENDOR COMMITMENT – 2023

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 between (Name of owner/member) \_\_\_\_\_ and the Waccamaw Market Cooperative.

## Agreement to abide by the Waccamaw Market Cooperative Regulations:

- a. I have read and agree to abide by the 2023 Market Vendor Guidelines.
- b. The information I have provided in this application is accurate and complete.
- c. I will provide the Waccamaw Market Cooperative Board of Directors with additional information as needed to verify the claims made in this application and my compliance with the rules. The information I subsequently provide will likewise be accurate and complete.

## Use of Waccamaw Market Cooperative Market Sites:

- a. I agree to sell at approved location/s only on the day(s) the market is scheduled, unless I receive written authorization to the contrary.
- b. I understand that while the Market Cooperative obtains permits, reserves designated spaces and promotes markets, Waccamaw Market Cooperative cannot guarantee market assignments or minimum sales at any market.

## Suspension and Termination:

Unless otherwise specified in Waccamaw Market Cooperative Regulations, any violation of this agreement may result in suspension or termination of membership from the Waccamaw Market Cooperative at the discretion of the Board of Directors.

Signed: \_\_\_\_\_

Business Name: \_\_\_\_\_



**\*\*front and back of application must be completed to be considered**