



PURCELLVILLE FARMERS' MARKET RULES & REGULATIONS

Thank you for your interest in PFM.

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Thank you for your interest in becoming a vendor with Purcellville's Farmers' Market. We are so very excited that you have considered joining us.

Purcellville Farmers' Market offers a direct experience of Food and Community. Supplying its guest with fresh, healthy, and locally produced items which coincide with our community outreach and involvement efforts - making Purcellville's Farmers' Market truly a market for the town.

Our primary goal is to provide a profitable retail sales outlet for areas Farmers/ Growers, and to promote the production of high quality locally grown produce and other farm or agricultural products. Additionally, to enhance both the Market and the community, we include baked goods, value-added food products, crafts and other locally prepared merchandise to educate the consumer in the value of local production while offering a direct experience of Food and Community.

The strength of the Market, the wellbeing of all its members, lies in our ability to work together and draw from our diversity of experience and backgrounds. These guidelines exist to support and promote the continuance of the stated objectives.

Please carefully review the following Rules / Regulations of the Purcellville Farmers' Market before completing or submitting our application form.

ELIGIBILITY:

The Purcellville Farmers Market is open to Local Farmers, Growers, Crafters, and Food Vendors, who understand and endorse the markets objectives. No Solicitors, collection drives, or manufactured goods other than locally made arts and crafts will be allowed in the market area except at the discretion of the Market Manager. Note that, locally-grown or produced items that meet all applicable federal, state and local rules and regulations may be offered for sale.

MEMBERSHIP FEES

Seasonal membership fees are due upon acceptance and must be paid prior to the vendor's first Market.

Membership fees Include:

- Membership to an "Awesome" Farmers' Market
- Access to our Existing & Growing Customer Base
- A 10x10 Weekly Vendor Space (guaranteed)
- Logo and Business Link listed on the Purcellville Farmers' Market website
- Year Round Print, Social Media, and Internet Publicity.

Membership fees may be prorated to reflect the remaining Saturdays in the year from the date of the Vendor's first Market. Fee is calculated by Manager after Vendor's acceptance to the Market and must be paid prior to the vendor's first Market.

*If additional space is needed please contact the Market Manager for additional rates.

VISITING VENDORS & NON-PROFITS

Visiting or guest vendors must have prior approval before setting up at Market.

All visiting vendors or organizations (except exempt nonprofit organizations) must pay a \$10 fee per 10' x 10' space. Fee is to be paid by close of business on that Market day.

*Application, Insurance Certification and applicable Permits and or Licenses are required.
(See Permits, Licenses and Insurance)

The State of Virginia requires all visiting vendors, who join us on 4 or more occasions obtain a Virginia Sales Tax ID number and collect all applicable State and Local sales tax for items sold at the market.

The Purcellville Farmers' Market and its affiliates shall not be held be liable for vendor tax violations.

MEMBER & GUEST WEEKLY SPACE/SET UP FEES

In addition to the fees explained above, there also is a weekly Vendor Space Fee of \$5 (per 10' x 10' space) for annual market members and \$10 (per 10'x 10' space) for guests and non-annual market members.

The Vendor Space Fee will be collected weekly and is due prior to the close of business of that Market day. Vendor Space Fees may be paid in advance.

The Vendor Space Fee only applies to Market Days attended by the Vendor.

MARKET COMMISSION(S)

No commissions are currently charged; however, this is re-evaluated on an annual basis and may change based on costs of running the market.

ATTENDANCE

Attendance and accountability is the key to building a strong customer base and adds to the success of a market.

Members not interested in keeping a regular attendance schedule with the market should consider becoming a market guest.

PUNCTUALITY

Hours of the Purcellville Farmers' Market vary per season.

Vendor set up time begins an hour before start of market (and not prior). Members have an hour after close of market to pack up, clean and vacate premises. Please leave ample time for set up, especially considering weather variances and the occasional need to rearrange vendor layout. This helps everyone to be more successful for market time.

Members are required to stay until closing. Members who sell out early must keep their area set up. Members without good reason who attempt to leave before the close of the market will be issued a verbal warning. If repeated on more than one occasion the vendor will be removed from the schedule for the remainder of the season. Application fee will be surrendered and not be refunded to Vendor.

VEHICLES

All Members must be set up and ready to sell by start time. Members must arrive at least 30 minutes to market opening, and as early as 1 hour before market start time. Members with vehicles who arrive less than 3 minutes before the market opens run the risk of having to load off from the parking area and transport items to the assigned area.

PARKING

Members are required to park their vehicles out of the customer parking area and in the designated Vendor parking area only to maximize customer spots. Exceptions may be made at the discretion of the Market Manager.

CLEANUP

Vendor space must be maintained in a clean, safe and sanitary manner. Members are responsible for taking with them any trash or garbage that is generated in or around their booth and sweeping up any product debris left on the ground.

Farmers are not permitted to dispose of produce waste, overripe or leftover produce or boxes in any onsite garbage cans or dumpsters.

*Wastewater from hand washing stations must also be disposed of properly and not dumped on the premises.

Members who do not clean up at the end of the market may receive a \$25 fine and/or termination.

SIGNAGE

All Members should post a sign identifying the name of the farm/business represented and where it is located. All goods for sale should be clearly marked with their prices. This can be done individually or on a larger sign that is clearly readable. This is a critical component of providing a reputable farmers market, allowing customers to refer to growers and businesses by name.

SPACE

Space allotments are based on availability and at the Market Manager's discretion. There is no guarantee that the vendor will receive the same space at every market.

The vendor's/guest's sales area must not extend beyond the allotted boundaries of the area space. Please avoid blocking neighboring areas.

In case of inclement weather or low attendance markets the Market Manager may consolidate spaces to reduce the markets footprint.

SPACE FEES

Space fees will be collected via Cash, Check, Credit or Debit Card.

Space fees are to be made one week in advance. Each market day you will pay for the upcoming week (please plan to pay for two markets the first time you attend).

Space fees may be prepaid in advance with submittal of Annual Membership fee for the 2018 Spring/Fall Season will receive a 10% discount. A \$25 fee will be imposed for returned checks for nonsufficient funds.

Members that prepaid will receive a refund by check for cancelled dates (see cancellation policy).

Space fees, processed via Credit or Debit Card are subject to processing fees.

SHARING SPACE

There can be a maximum of two (2) vendors/guests per space. Each Vendor must submit individual applications, and pay applicable fees separately.

PRODUCTS

Products are a reflection of the market and should be of the highest quality the vendor can produce.

Product permitted at the PFM may include but are not limited to the following:

- Farmers, growers and producers of fruits, vegetables, herbs, meats, seafood, dairy, cheese, eggs, nuts, seeds, grains, honey, plants and fresh cut flowers.
- Produce Vendors that work with farms and growers to bring produce to Northern Virginia.
- Specialty foods producers of breads, pastries, baked goods, pastas, candies, jams, jellies, spices, condiments & sauces, processed foods, coffee, tea, oils, granola, trail mix and frozen treats, Wineries & Breweries
- Arts & Crafts Vendors

Members may only sell items that have been approved to sell. If a vendor wants to add an item to their list, they must get approval from the Market Manager at least 48 hours prior to the market day.

Permitted products may also be limited per an exclusion agreement with property management.

PRICING AND QUALITY OF PRODUCE/PRODUCTS

Pricing of goods sold at Purcellville Farmers' Market is solely the responsibility of the individual vendor however Members are requested to maintain fair retail market prices.

All prices must be clearly marked by posting a sign or individually marking items. Members are responsible for the safety and quality of their food and cannot sell adulterated food.

Neither, Purcellville Farmers' Market, the Market Manager, nor its affiliates make any warranty on sold or purchased goods, and any warranty implied is expressly denied.

SALES TAX

Members are responsible for collecting and submitting state and local sales tax for items sold at the market. The Purcellville Farmers' Market and affiliates shall not be held liable for vendor violations.

SCALES

Members selling produce by weight must provide their own scales. Scales must be "legal for trade" and are subject to inspection by the Virginia Department of Agriculture's (VDAC) "Weights and Measures" program. All scale displays must be readable and in easy sight to your customers during business transactions.

VENDOR PET/ANIMALS

We do not recommend Members bring their pet/animals to the market because of food safety reasons. In the event a vendor chooses to do so please protect your food/produce from coming in contact with the animal and wash hands after handling.

Each Vendor is solely responsible for the proper control and care of their pet/animal. Vendor(s) agree to hold and save harmless and indemnify the Purcellville Farmers' Market, and its affiliates, from any claim or cause of action arising from injury, damage or dismay caused. Sell for You, LLC, and the Purcellville Farmers' Market is not liable for any injury, dismay or claim caused by pets brought to market by visiting patrons.

CHILDREN

We are a family Market and encourage the entire family to participate. We ask our Members to take extra precautions and monitor their little helpers at all times during Market day. Set-up and takedown time can be an especially dangerous time for unattended children. Purcellville Farmers' Market and affiliates take no responsibility for their safety, whereabouts, or for any damages they may cause or incur.

COURTESY/CONDUCT

Members and their representatives are expected to conduct themselves in a respectful, safe, courteous and harmonious manner with market customers, market staff and each other.

Any language or behavior that jeopardizes the normal operations of Purcellville Farmers' Market will be grounds for termination of the vendor's permit to sell.

Complaints of any kind should be written up and given to the Market Manager.

Customers who have a legitimate complaint about the product they purchase should be given a full monetary refund or replacement of equal value. It is the market's policy to satisfy the customer. Complaints that seem unfounded or excessive may need to be mediated by Market Manager.

VENDOR DRESS

Members are required to wear appropriate "market" attire at their booths during market hours. Shoes, shirts, pants may not advertise or proclaim inappropriate or vulgar messages.

NO SMOKING/DRINKING

Smoking and the consumption of alcohol is not allowed at Purcellville Farmers' Market at any time.

PERMITS AND LICENSES

Each vendor must abide by all state and federal regulations, which govern the production, harvest, preparation, preservation, labeling or safety of products offered for sale at the Market.

Members are liable for their own products. It is the responsibility of each producer to be knowledgeable of, and abide by, all regulations pertinent to their individual operation.

All Members must provide current copies of any permits, and licenses applicable to the sale of their product(s) with the submission of this agreement.

Members must also keep a copy of these permits at their market area at all times.

INSURANCE REQUIREMENT(S)

All Members are required to have at least a \$1,000,000 General Liability policy or a \$1,000,000,

Product Liability policy. All policies must list the Purcellville Farmers' Market as an additional insured and the location address of the market in the description area.

Certificates of Insurance (COI) must be submitted on/before the vendor's first day at market.

TEMPORARY FOOD VENDORS/EVENTS – FOOD SAFETY REQUIREMENTS

Under the Memorandum of Understanding (MOU) between VDH and the Virginia Department of Agriculture (VDACS) related to Food Vendor Operations at Farmers Markets and Other Gatherings, many food vendors at farmers markets will fall under the Procedural Agreement as part of the MOU that exempts them from permitting and inspection by VDH.

Examples of food operations at farmers markets that could require a VDH TFE permit include:

- Members wanting to serve or vend more than a sample offering of a food produced at a manufacturing plant subject to jurisdictional agency inspection.
- Members who would otherwise be exempt from permit under Code of Virginia §35.1-14 because they are selling their own farm-produced products yet are supplementing said products with foods obtained from an otherwise approved source.
- Members who want to cook and serve any foods on site that are outside of those specifically produced on their own farm.

If you have questions regarding completing the Temporary Food Application, contact the Health Department Temporary Food Coordinator, Tamara Shellenberger, (703) 777-0642, tamara.shellenberger@Loudoun.gov

NON-PROFIT ORGANIZATIONS

Pre-approved non-profit organizations may use a space at market during the season (EV excluded) to distribute information, educate the public, and if desired, obtain signatures on petitions.

CANCELLATIONS

When applying to the market, you are committing to specific dates. Rain or Shine.

Members are requested to give at least 48 hours' notice to the Market Manager if they are scheduled but unable to attend the Saturday Market. Otherwise you will be charged for your booth space for that day.

If a vendor is scheduled to attend and does not notify the Market Manager a \$25.00 "no call-no show" fee will be charged to the Members CC on file.

*** Cancellation Fees will be collected / processed via Credit Card or Debit Card. Members are required to supply and keep a valid credit card on file with the Market Manager. Please note, Per PCI Compliance Requirements, all credit cards in will be kept in a locked cabinet.**

INCLEMENT WEATHER CANCELLATIONS

Under extreme weather conditions the Market may be cancelled at the discretion of the Market Manager. If conditions are prohibitive to the operation of a safe and successful market, the Manager may cancel the market under the following circumstances:

A market cancellation will be made at the earliest possible time in order to avoid costs incurred by Members related to preparation and travel to the market. If weather conditions worsen during market, the Manager will give Members notice as soon as possible and market operations will cease. The Market Manager will communicate all relevant updates to Members and give instruction regarding a cancellation and the next steps for a safe, orderly breakdown and exit of the market.

The Market Manager has the final authority to cancel a market and will do so within the guidelines stated above. The Manager will take all and any necessary actions and precautions in order to ensure regular and safe operation of the market.

FINES AND CANCELLATIONS

Fines and Cancellation Fees will be collected/processed via Credit Card or Debit Card. Members are required to supply and keep a valid credit card on file with the Market Manager. Please note, Per PCI Compliance Requirements, all credit cards in will be kept in a locked cabinet.

DISCLOSER

I hereby release, forever discharge and hold harmless, the Purcellville Farmers' Market, its affiliates and their successors and assigns, from any and all liability, claims and demands of whatever kind or nature, which arise or may hereafter arise from or in connection with my participation in the Purcellville Farmers' Market. I take full responsibility for my space at the market, my equipment and supplies, and all products that I bring to sell at the market.

Violation of any of the terms above may result in the termination of your application or right to participate in the Purcellville Farmers' Market. Any fees paid to Purcellville Farmers' Market will not be refunded.

Terms of application may be subject to change. Members will receive written notifications of these changes at least fifteen (15) days prior to the effective date.

INDEMNITY AGREEMENT

WHEREAS, a member, a vendor, charitable organization or other type of entity (User) desires to participate in the Purcellville Farmers' Market; and

WHEREAS, such organization meets the criteria for participation in the Purcellville Farmers' Market and agrees to obey the rules of the market and understands the nature of operating within the Purcellville Farmers' Market and their responsibilities as a Market Vendor or Participant in the market, including assuming responsibility for safe operation and conduct of their business within

the market; the User agrees to indemnify, hold harmless and defend the Purcellville Farmers' Market, its officers, agents and employees from and against all liability for and all claims, suits, demands, and/or actions for damages, injuries to person (including death), property damage (including loss of use) and expenses including court costs and attorney's fees and other reasonable costs occasioned by or arising out of User's presence within the market area permitted by the conducted in connection with or incidental to participation and arising out of or resulting from the intentional acts or negligence of User, its officers, agents, employees, or person participating in the event sponsored by the User.

User further agrees that it shall, at all times, exercise reasonable precautions on behalf of, and be solely responsible for the safety of its officers, agents, employees, participants, visitors, and other persons as well as their property, while in or on the market and surrounding areas. It is expressly understood and agreed that the Purcellville Farmers' Market shall not be liable or responsible for the negligence of User, its agents, servants, employees, customers, visitors, and participants.

It is further agreed with respect to the above indemnity, that the Purcellville Farmers' Market and User will provide the other with prompt and timely notice of any event covered in any way directly or indirectly, contingently or otherwise affected or which might affect the User or Purcellville Farmers' Market.

User further agrees that this indemnity provision shall be considered as an additional remedy for the Purcellville Farmer's Market and not as an exclusive remedy.

ADVERTISING & WEEKLY NEWSLETTER

The Purcellville Farmers' Market uses print, social media, its website, weekly newsletters and the internet to publicize our weekly market.

In order for us to accurately promote you, and your products, please provide us with information that sets your farming and/or operation apart from others. Include information such as animal nutrition and environment, pest control methods, sustainability practices, locally sourced ingredients, etc.

This information may be sent to manager@purcellvillefarmersmarket.com.

**For more information on the market, visit us online at
<http://www.purcellvillefarmersmarket.com>, e-mail or call (540) 751-8330.**