

Abingdon Farmers' Market Rules 2010

P.O. Box 791
Abingdon, VA 24212
276-698-1434

www.abingdonfarmersmarket.net

Types of Merchandise:

1. Locally raised produce, fruits, vegetables, plants, flowers and animal products. *Items not raised by the vendor at the Market must have the producer clearly identified at the point of sale. **Items may not be purchased elsewhere for resale at the Abingdon Farmers Market.***
2. Homemade baked goods, prepared foods, honey, jams, jellies, canned foods and beverages are acceptable granted they meet all State health requirements and are produced by the vendor selling the item. The use of as many locally produced ingredients as possible is strongly encouraged. **Items may not be purchased elsewhere for resale at the Abingdon Farmers Market.**

Compliance with all Health Department and Department of Agriculture guidelines and restrictions is the sole responsibility of the vendor. Vendors must demonstrate to the AFM Market Manager their compliance with all guidelines. All vendors who are planning to sell prepared food should contact Chris Salyer of the Virginia Department of Agriculture and Consumer Safety to discuss how to comply with current inspection requirements. You can reach him at 276-220-3210 or Christopher.Salyer@vdacs.virginia.gov

3. Meats must be processed in a USDA inspected facility and have a Department of Agriculture stamp (except poultry).

All meat inspections are the responsibility of the vendor

4. Craft sales are permitted provided the items are handmade by the vendor, his/her family. *Items not made by the vendor at the Market must have the producer clearly identified at the point of sale. **Items may not be purchased elsewhere for resale at the Abingdon Farmers Market.***
5. Any items to be offered for sale that are not grown or made locally must first be approved for sale by the Market Manager to ensure that the items meet the purpose of the Abingdon Farmers Market. The source of these items must be clearly displayed at the point of sale.
6. **The Market Manager has authority to inspect the origin of items sold at the Market to ensure that such sales conform to Market Rules. All vendors may be subject to an on-site inspection to verify local production at any point during the market season.**

Operations:

1. The Market will run from the 3rd Saturday in April through the Saturday prior to Thanksgiving in the Abingdon Market Pavilion on Remsburg Drive in Abingdon.

2. Hours of operation will be each Saturday from 7:00 a.m. to noon and each Tuesday evening from 3:00 – 6:00 p.m. Hours will be advertised in all flyers and in the media as appropriate.
3. The Holiday Market will begin the Saturday after Thanksgiving and run through the Saturday prior to Christmas. Hours of operation for the Holiday Market will 10:00 a.m. – 12:00 p.m.
4. Vendors will have access to the Market 1 (one) hour prior to the opening time for the purpose of unloading and setting up merchandise, and they must exit the premises no later than 1 (one) hour after the closing time.
5. No sales may be made prior to the official market opening time.

Fees:

1. Application Fee (one-time fee to be paid with each application) \$ 10.00
2. Full season (32 weeks, includes Saturdays and Tuesdays)
 - a. Section A: rear of pavilion, includes one (1) parking space at booth \$160.00
 - b. Section B: front side of pavilion \$100.00
 - c. Section C: designated sites on lawn in front of pavilion \$ 80.00
3. Monthly, any space (any consecutive 4-week period, Saturdays and Tuesdays) \$ 50.00
4. Daily, any space (setting up for one Saturday OR Tuesday) \$ 10.00
5. All fees are due at the time of application. It is the sole responsibility of the vendor to make sure his/her fees are paid on time.
6. Full season vendors ONLY may pay 50% of their fee at the time of application with the remaining 50% due no later than July 1, 2010.

Sales Tax:

Virginia State Law requires all vendors to register with the Virginia Department of Taxation, and to collect and report sales taxes. Information and applications can be obtained from the Virginia Department of Taxation, PO Box 1114, Richmond, VA 23218-1114. www.tax.virginia.gov Phone 804.440.2541. It is the responsibility of the individual vendor to comply with tax requirements.

Lease Agreements and Assignment of Space:

1. All vendors must contact the Market Manager to complete application and pay in full *before* engaging in business or occupying space at the Market. The Market Manager will assign space and collect fees as applications arrive. Priority will be given to vendors who apply in advance of market days. ***Limited space at the Market property dictates that Day-of-Market requests for vendor space may be denied.***
2. Vending space size will be determined by the Market Manager and may change over the course of the season in response to the number vendor applications. Regardless of width of space, a 10 foot aisle down the middle of the pavilion must be kept clear of produce and display items for pedestrian/customer use.

3. Subleasing of spaces is prohibited. A shared lease is permitted, but all parties must submit an application.
4. The Market Manager reserves the right to cancel any lease, and to change space allocations when it is considered to be in the best interest of the Market operation.
5. Full season and monthly vendors will be assigned regular spaces at the Market. Full season vendor spaces shall be assigned by the AFM Steering Committee, all other available spaces shall be assigned by the Market Manager. In assigning full season spaces the AFM Steering Committee shall consider geographic location of production, percentage of season that vendor plans to attend market, whether the applicant is a previous AFM vendor and how the featured product(s) might contribute to the overall variety of products at the AFM.
6. Vendors must be on-site and set up no later than 7:30 on any given market day or risk losing their site to another vendor. If running late or unable to attend, any paid vendor may reserve his/her spot by calling the Market Manager before 7:30 on market day. Please give the Market Manager as much advance notice as possible.
7. Both full season and monthly vendors must attend and sell from their assigned space a minimum of 3 (three) Saturdays a month to maintain their rights to their assigned space (unless they have notified the Market Manager in advance of their absence).
8. All vendors shall be held responsible for the actions of their employees, agents or persons working in concert with their stand.

Sanitation, Health and Safety:

1. The Town of Abingdon will provide, designate the location of and empty all public litter containers for use by customers.
2. The vendors will be responsible for the collection and removal of all refuse generated from sales and activity at their space.
3. Each vendor is responsible for leaving his/her space reasonably clean at the end of Market.
4. It is unlawful to sell or consume alcoholic beverages on the Market property.
5. Vendors must keep all merchandise, refuse and personal property within the defined space allocated in their rental agreements.
6. Potentially hazardous food items (meats, poultry, etc.) stored or displayed prior to sale shall be maintained at a temperature of 45 degrees F or below. An ice chest with a drain can be used for cooling.
7. No vendor shall permit seepage or leakage of water or fluids from any part of their space into the public areas or other vendors' spaces.
8. Children under 14 years of age must be supervised by an adult at the Market. Bicycles, scooters, skateboards and other similar devices are prohibited in the Market pavilion at all times.

9. Vendors may not bring live animals for sale onto Market property except as provided by State or Federal laws (i.e. hearing, guide and service animals).
10. Vendors are responsible for the individual safeguarding of their products, supplies and money. *The Market Manager or Town of Abingdon is not responsible for loss or theft.*
11. Vendor (lessee), by signing the Vendor Application, agrees to protect and hold the AFM Steering Committee (lesser) and the Town of Abingdon harmless and to indemnify the lesser from any and all claims, demands, suits, actions, judgments and recoveries for or on account of damage, theft or injury (including death) to property or person occurring as a result of lessee's use of the leased property and any other cause whatsoever.

Structural:

1. Vendors must provide their own equipment and any set-up materials for display of items.
2. No vendor shall be allowed to make any changes or alterations to their assigned spaces without permission from the Market Manager.
3. Use of electricity and water is permitted only with permission from the Market Manager. Water spigots shall be locked at the end of the Market hours.
4. No vendor shall erect an additional structure at the market without permission from the Market Manager.
5. Any needed repairs, hazardous conditions or problems in the Market area should be reported to the Market Manager. Persons causing damage to the pavilion structure or landscaping may be held financially liable for the cost of repair or replacement.

General:

1. Proper dress and an orderly space will be expected from all vendors. Proper language for a family atmosphere will be required.
2. It is the responsibility of vendors to satisfy customer complaints. Market Manager may cancel a vendor's lease in the case of multiple customer complaints or if vendor activity jeopardizes the smooth running of the Market.
3. No person shall make a public outcry, do "hawking" or give any musical or other entertainment for the purpose of drawing customers or attracting attention without prior permission from the AFM Steering Committee.
4. Item prices should be within the average range of other like items at the AFM. Samples given should be limited to small "tastes" with respect to other vendors selling the same items.
5. All vendor signage must be contained within the vendor's assigned rental space.
6. No open flames (grills) are permitted on Market property without the prior approval of the Facility Manager.

Parking:

1. Vendor spaces will be assigned and reserved for the vendors' use only. Vendors are not permitted to park overnight in the Market area in preparation for the next day's sales. Only the assigned vendor may sell from and park in their reserved space. Only one (1) vehicle per vendor space may be parked behind the market pavilion.
2. All vehicles must enter and leave the Market area through the provided entrances and exits. Vendors will be expected to respect the parking regulations established by the Town of Abingdon and to park in such a way as to keep Market traffic lanes open for travel. This will be enforced by the Market Manager.
3. Each vendor must drive in a careful manner and at a rate of speed that does not endanger the property or persons in and around the Market.
4. Handicap parking is provided in the rear of the property.
5. Any vendor not parked at a vendor space must park in the town parking lot across the street from the market pavilion.

The AFM Steering Committee has the authority to terminate the lease of any vendor who fails to comply with the rules and regulations of the Abingdon Farmers Market.

Abingdon Farmers' Market Vendor Application 2010

*All items for sale at the AFM must be locally produced. The use of as many locally produced ingredients as possible is strongly encouraged in all baked goods, prepared foods and beverages. Any item not raised by the vendor at the Market must have the producer clearly identified at the point of sale. **Items may not be purchased elsewhere for resale at the Abingdon Farmers' Market.***

Name(s): _____

Farm/Business Name: _____

Mailing Address: _____

Physical Address: _____

County: _____ Email: _____

Home Phone: _____ Work Phone: _____

Featured Products: _____

Other Products: (fruits, processed foods, crafts, meats, mixed vegetables, baked goods, other) _____

Have you previously vended at the AFM? Yes No

If yes, how many years have you been an AFM vendor? _____

Space Location:

Please use the attached map of the AFM Pavilion to indicate your first three (3) choices of space location. In assigning vendor spaces, the AFM Steering Committee and Market Manager will make every effort to match vendors with their preferred locations. Due to high demand and limited space we cannot guarantee that vendors will receive one of their requested locations.

1st Choice _____ 2nd Choice _____ 3rd Choice _____

If you have special needs (handicap access, electricity, water, etc.) please explain:

Fees:

All fees must be paid in full with this completed application. Full season applicants may pay application fee plus 50% of vendor fee with application, the remaining 50% is due no later than July 1, 2009.

Full Season Applicants must be present at market *at least 75% (24 weeks) of the market season. Please indicate when you plan to start coming to market, when your season will end and which market days you will attend.*

Starting Date(s) _____; _____ Saturday & Tuesday Market ____

Ending Date(s) _____; _____ Sat. Only ____ Tues. Only ____

Are you willing to share a space with another vendor? Yes No

If yes, is there a vendor you would like to share with? _____

_____ \$160.00 **Full Season: Section A**

_____ \$100.00 **Full Season: Section B**

_____ \$ 80.00 **Full Season: Section C**

_____ \$ 50.00 **Monthly** (each 4-week period)

Starting Date(s) _____; _____

Ending Date(s) _____; _____

_____ \$ 10.00 **Daily** (any given Saturday or Tuesday)

Date(s) _____

_____ \$ 10.00 **Application Fee** (required for ALL applications)

\$ _____ **Total Enclosed**

By signing this application and paying fees, I agree that I have read and agree to abide by all the policies and rules set forth in the Abingdon Farmers' Market Rules 2009.

Signature: _____ **Date:** _____

Mail completed application with payment to:
Abingdon Farmers' Market
P.O. Box 791
Abingdon, VA 24212

FULL SEASON APPLICATIONS DUE MARCH 1, 2010

You must meet this deadline to receive primary consideration for a regular space.