

ARCHWOOD GREEN BARN FARMERS' MARKET

CHECKS PAYABLE TO:

The Plains Redevelopment Corp.

P.O. Box 269 The Plains, Virginia 20198 (540) 253-5289

FARMERS' MARKET TERMS OF AGREEMENT

The Archwood Green Barns Farmers' Market is sponsored by The Plains Redevelopment Corp. (TPRC) to strengthen awareness of Virginia Agriculture, especially Northern Piedmont Agriculture, by providing local farmers and gardeners with a retail outlet for their products.

The Market Season for 2019 will run from May 5th, 2019 to November 24th, 2019. On the last day of the current season, vendors are required to unplug all electrical items, remove all perishable goods and cease conducting business on the market property. **Within two weeks after the final market of the season, all items must be removed from the stalls. You are renting space for the duration of the season.**

Due to increased insurance premiums and risk management requirements, electrical usage in the main barn has been updated to include the following:

1. Inside vendors are restricted to one large appliance and one extension cord per stall for the season. No expansion plugs shall be used increase the amount of items that can be plugged into the extension cord or to the electric socket.
2. Vendors are restricted to one heater or one fan, one set of extra lights plugged in during the actual market day. These are to be unplugged from the electrical socket before leaving each market day.
3. For safety purposes, any appliances or other electrical items that are plugged in by an extension cord to the wall must use a heavy duty, 3 pronged cord.
4. **If an inside vendor will be leaving their large appliance plugged in for the entire season, a \$50 electric fee must be paid in advance.**

These Terms are intended to preserve the producer-only integrity and rural atmosphere of the Market and to provide an equitable and safe selling environment for all vendors. We ask that each vendor read and abide by these Terms of Agreement for the current Market Season.

1. PRODUCER-ONLY REQUIREMENTS

1.1 My farm/garden/business produced all or nearly all products to be sold at the Market. I understand that a limited amount of items that I carry can be from another local producer, not to exceed 10% of my sales, if they enhance my own products' sales. **All non-producer only items must be cleared with the Market Manager prior to opening day and be clearly marked as being sourced from a partner producer.**

1.2 My farm/garden/business is located or adjacent to Virginia. Exceptions will be made on a case-by-case basis, at the discretion of the Market Management, for the benefit of the market as a whole.

1.3 I give permission for a representative of TPRC to visit my farm, garden or facility to verify Requirements 1.1 and 1.2. I understand that this representative will visit during the season and may visit in response to a written complaint to TPRC. I also understand that all inspections will be conducted during normal business hours and that TPRC will give me notice of an inspection at least 48 hours in advance.

2. ACCEPTABLE PRODUCTS

2.1 Farm Products: I am permitted to bring homegrown products such as vegetables, fruits, herbs, honey, mushrooms, flowers, bedding plants, nursery stock, eggs, meats and cheeses. I am permitted to sell cider. However, I understand that I must either use my own press or participate in the pressing of my home-grown apples at another location.

2.2 Processed Foods (Baked Goods, Jams/Jellies, Preserves, Canned Goods, etc.): I am permitted to sell baked goods, preserves, and other value-added foods that were mixed, cooked, finished and packaged for sale at my production facility. My products must be made in full compliance with all applicable Virginia Department of Agriculture and Consumer Services (VDACS) rules and regulations, as well as any rules set forth by the county in which I cook. I will label all items which are baked, canned or jellied, etc.

with, at a minimum, the following information: product name, weight, ingredients and my business name and address.

2.3 Frozen/Refrigerated Meats, Eggs, Fish, Cheese: I am permitted to sell meats, eggs, fish, or cheeses provided that I meet all applicable rules and regulations of the Food Inspection Section of VDACS. All meats I sell will have been inspected by VDACS and will be labeled with, at a minimum, the product name and weight, and my business name and address.

2.4 Bottled Wine: If I am selling bottled wine, I understand that I must obtain a remote license from the Virginia Alcoholic Beverage Control.

2.5 I am aware that any products not listed above will need to be approved, prior to their sale, by the Market Management. Eligibility for sale will be determined by their connection to/use of agricultural products.

3. SPACE/MARKET REQUIREMENTS

3.1 I understand that I must have a sign that identifies my business name and location, and that this sign must be at least 10" by 12" in size.

3.2 I will furnish my own tables, chairs, scales for weighing fruits and vegetables, and any other display arrangement, including portable freezers. I understand that, if I am assigned an outdoor stall, my goods may be sold directly from the back of my truck. I understand that my truck and set-up must fit within my assigned space and may not encroach on adjoining spaces. Any scale I furnish, for the weighing of products to be sold, will display a current VDACS inspection.

3.3 I understand that I must remain in my assigned Market space when selling my products and that sales must be conducted in an orderly business manner. I understand that shouting, hawking, and other objectionable means of soliciting trade are prohibited. Should a complaint be made regarding my sales techniques, warning will be given by the Market Manager. If the behavior continues, my status as a vendor may be revoked.

3.4 I understand that set-up/arrival time for the Archwood Green Barns Farmers' and Gardeners' Market is an hour and a half before the opening of

the Market. I also understand that **set up for indoor and outdoor stalls must be completed by 15 minutes before opening time** on market day.

3.5 I agree to stop selling at the closing time of the Market, recognizing that customers already at the Market at or before closing time may be served. I understand that I must vacate the Market within an hour and a half after closing time, unless prior approval has been received.

3.6 I understand that sub-leasing, selling, transferring, or permitting another producer to use my Market space is prohibited without direct consent from the Market Manager.

3.7 I understand that I am responsible for cleaning my assigned space(s) at the end of each Market day and leaving it in the same condition as it was when I arrived that day. I also understand that I am responsible for taking all refuse and recyclables that I collect with me when I leave at the end of a Market day.

3.8 I understand that smoking, open flames, or other fire hazards (such as electric coil space heaters) are prohibited in the Barn.

3.9 I understand that music played within my stall can be allowed for muted, hushed volumes. I also understand that should the music become loud or obtrusive, it will be ceased by request of the Market Manager.

4. INSURANCE/LIABILITY REQUIREMENTS

4.1 I have obtained my own liability insurance with a required minimum general limit of \$2,000,000 (see attached sample Certificate of Liability for all required limits).

TPRC will be named as an additional insured and a copy of my insurance will be provided to TPRC prior to opening day with dates of coverage to extend to the end of the market season.

4.2 I agree that TPRC will not be held liable for any injuries or damages incurred by me, my employee(s), agents, family, customers and invitees at the Market. I agree to indemnify, save and hold harmless TPRC from any and all

losses, claims or causes of actions arising directly or indirectly from my participation at the Market, including, but not limited to, attorney's fees.

I understand the above Terms of Agreement and agree to abide by these Terms during my participation in the Archwood Green Barns Farmers' and Gardeners' Market. I understand that if I fail to abide by the above Terms of Agreement, TPRC can and will withdraw permission for me to participate in the Market. I understand that these Terms are subject to change by TPRC and that I would be required to abide by the changed rules in order to continue my participation in the Market.

5 DATA COLLECTION AND 3% COMMISSION

5.1 I agree to participate in data collection and sales reporting, for the purpose of evaluating the success of the market, for calculation of 3% sales commission, or for other purposes. I understand that data from individual vendors will be kept confidential. Only aggregated statistics will be shared, if appropriate.

5.2 I agree to pay stall fees indicated on the Stall Application prior to season start date, plus a weekly 3% commission (**maximum \$25 per day**) based on total net sales (all cash sales, debit/credit card sales, and check sales) **paid by check or cash each week.**

5.3 I will not leave the market premises without turning in sales reports and commission to the market manager.

6 ATTENDANCE AND NO SHOW FEE OF \$25 / INCIDENT

6.1 I understand that consistent attendance by all vendors is important for the success of the market. I agree to give 72 hour notice if I am unable to attend the market, via email and text message to the Market Manager.

6.2 TPRC reserves the right to impose a No Show Fee of \$25 per incident, if no 72 hour notice is provided, at the Market Manager's discretion.

Producer(s) Signature: _____ Date: _____

Name: _____ (please print)

Producer(s) Signature: _____ Date: _____

Name: _____ (please print)

=====

FOR OFFICE USE ONLY:

Approved: _____
TPRC Officer

Date Received: _____ Space Type: _____ Space
#: _____