

LOUDOUN VALLEY HOMEGROWN MARKETS ASSOCIATION

"Proud to be a Producer-Only Market"

TERMS OF AGREEMENT

The Loudoun Valley HomeGrown Markets Association was formed in 1994 to preserve the integrity and homegrown atmosphere of the Loudoun Farmers Markets. We look forward to a diverse selection of fresh agricultural products and sincerely hope that each vendor has a successful season. We have written this Terms of Agreement to provide an equitable and safe selling environment for all vendors and we require that each vendor read and abide by these Terms.

Producer-only Requirements

1. The Producer must raise, grow, produce, catch or bake everything they sell at the LVHMA markets. The term "Producer" includes the Primary Applicant's family and employees when they are directly involved in the methods of production. A "Producer" may be a sole-proprietorship, a partnership, or a corporation and shall include family members and employees who assist in the production and/or sales/marketing of the farm products and as such agrees to provide appropriate pertinent documentation to establish compliance with 'Producer-Only' requirement. Producers may not sell items on behalf of, or bought from, any other farm or supplier, except for other rules specified below. Contract farming is NOT allowed in the LVHMA markets.
2. I understand and give permission for a representative of the Association to visit my farm or production facility to verify my Producer's Certificate. I understand that this representative may also visit in response to a written complaint to the Association. I also understand that all inspections will be conducted within normal business hours and that I will be given 24-hours notice.
3. I understand that my farm or place of business must be located within a 125-mile radius of Leesburg, Virginia in order to participate in the Loudoun Markets.

Acceptable Homegrown Products

4. Farm products: I am permitted to bring homegrown products including vegetables, fruits, herbs, honey, mushrooms, flowers, bedding plants, and nursery stock. Honey vendors must own the hives from which their honey is produced and these hives must be located within a 125-mile radius of Leesburg, VA. The honey may be processed by someone other than the Vendor.
5. Baked goods*, jams, jellies, etc.: I am permitted to sell baked goods, jams, jellies, and some other value-added foods, within the rules and regulations of the Virginia Department of Agriculture and Consumer Services. I understand that I must provide a copy of the inspection certificate from the Food Inspection Section of VDACS, if my business is in Virginia, or from a comparable State inspection Agency of the state in which my business is located. I understand that I must comply with the laws of the County of Loudoun as to the need for a business license.
**Baked goods are defined by the "scratch rule". I must have mixed, baked, finished and packaged all items for sale; repackaging of commercially prepared products is prohibited.*
6. Bottled wine: If I am selling bottled wine, I understand that I must obtain a business license and the required remote license from the ABC authorities. I understand that the Loudoun Farmers Markets are an ABC Off location.
7. As an LVHMA Meat Producer, I understand that I am permitted to sell eggs, seafood, fresh, frozen and smoked meats provided that I meet the requirements of the Food Inspection Section of the Virginia Department of Agriculture and Consumer Services. All of my beef, lamb, goat, hog and poultry sold at the LVHMA Market are raised on my own farm or leased properties and I am directly responsible for their care. I understand that LVHMA does not allow contract farming. I understand that the minimum times for purchased animals to be raised on my farm are: Beef - 7 months, Lambs - 4 months, Goats - 6 months and Hogs - 4 months. I understand that my Poultry may be raised from chicks that are purchased at two weeks of age or less, and my Laying hens may be bought as pullets. Any other breed of animal must be pre-approved by the LVHMA Board of Directors before being offered for sale. I may cook and give away samples of my products but selling of products cooked at the market is prohibited. I understand that if I purchase animals for processing, I must send

LOUDOUN VALLEY HOMEGROWN MARKETS ASSOCIATION

"Proud to be a Producer-Only Market"

notification of the purchase to LVHMA (market coordinator) within 10 days of the transaction. Purchase and identification records must also be available during farm inspections or at the request of the LVHMA Board of Directors. I understand that failure to produce these records will result in my suspension from the LVHMA Markets. I agree to sell only products that I, and/or my immediate family have produced on my property and/or property I lease and which have been processed in a VA or USDA inspected facility (home processing of poultry is allowed following VDACS regulations).

8. Craft items: I am permitted to sell craft items of an agricultural nature (e.g., herbal wreaths, pepper strings, beeswax candles) provided that the items are grown and fashioned by me. Flea market items are not permitted. The LVHMA retains the right to control the type of craft items being sold at its Markets.

Space/Market Requirements

9. I will furnish my own tables, chairs, scales for weighing, and other display arrangements. I understand that 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.
10. I am permitted only one vehicle per space assigned to me by the Association. I understand that I will be assigned a single market space. Exceptions may be made by the Board of Directors on a case by case basis.
11. I understand that I must remain in my assigned market space when selling my products and that I must conduct my sales in an orderly business manner. I understand that shouting and other objectionable means of soliciting trade are prohibited. I understand that radios are not to be played during market hours. **Business must be conducted from inside the vendor's own space. No vendor may solicit customers outside their assigned space.**
12. I understand that shoes and attire appropriate to a food market are required while selling at the markets.
13. I understand that I must have a sign that identifies my farm name and location **prominently displayed in my space. Prices of items must be clearly displayed.**
14. I understand that set-up/arrival time for the LVHMA Farmers Markets is 1 hour before the opening of the market. If I arrive less than **15 minutes** prior to the market opening, I must check with the Market Manager to ensure safety of vendors and customers **before setting up**. I also understand that if I am unable to attend the market for any reason, **I am required to notify the Market Coordinator of my absence as soon as I am able and to abide by the Attendance Requirements within this agreement.**
15. I understand that "bagging" is permitted 15 minutes before the opening time of the market.
16. I agree to stop selling at the closing time of the market, recognizing that customers already at the market at closing time may be served. I understand that I must vacate the market site within one hour of the closing time of the market. I understand that I am responsible for cleaning my space after each market, and in assisting the Market Manager in keeping the common areas clean.
17. I understand that subleasing, selling, transferring, or permitting another farmer to use my market space is prohibited.
18. I understand that I may not bring a dog to the market.
19. **I understand that all children of vendors must be properly supervised by their parent or guardian at all times.**

LOUDOUN VALLEY HOMEGROWN MARKETS ASSOCIATION

"Proud to be a Producer-Only Market"

Authority and Duties of the Market Manager

20. I understand the Market Manager is the representative of the LVHMA Board of Directors and has the authority to enforce the Terms of Agreement and act under the Complaint Procedures for the purpose of achieving the goals of the LVHMA. I further understand that the primary task of the Market Manager is to enhance the market experience of customers, promote a pleasant and mutually beneficial atmosphere for both the customers and the vendors, and develop a positive and cooperative attitude concerning local food production and purchase. Consequently, I agree to abide by the Market Manager's decisions made during market hours in all matters relating to compliance with the Terms of Agreement and to follow the Complaint Procedures to protect my interests. For any disagreement concerning my compliance with the Terms of Agreement that arises between myself and a Market Manager, I agree to cease immediately whatever action is the cause of the disagreement so the Board of Directors can settle the disagreement. I further agree to abide by the decision of the Board of Directors.
21. I understand that the Market Manager has the following duties, and agree to cooperate with him/her in fulfilling these duties as they relate to me:
- a. Record attendance of vendors and report attendance to the LVHMA Treasurer and Market Coordinator via email or web site by midnight of the Monday following the Market;
 - b. Open and close the market with a bell or horn;
 - c. Adjust the opening and closing hours of the markets for reasonable cause, such as impending dangerous weather conditions;
 - d. Assign spaces to vendors, reassign spaces for absences of vendors, and accommodate seasonal absence and attendance of vendors;
 - e. Enforce all producer-only, home-grown and market space requirements set out in the Terms of Agreement;
 - f. Enforce tent weight policy and attendance policy.
 - g. Resolve minor disputes on site by mutual agreement of the parties involved; failing this, take the dispute to the Board of Directors;
 - h. Report alleged violations of the Terms of Agreement, in writing, to the Board of Directors;
 - i. Act as liaison between the market vendors and the Board of Directors;
 - j. Convene brief meetings of the vendors as necessary;
 - k. Submit a written report on important market developments, issues and recommendations to the Board of Directors at the end of the season.
 - l. Act as representative of the Board of Directors in media events and public acts connected with the market.

Legal Requirements

22. I am properly registered regarding the collection of state sales in Virginia. I understand that even if I am a resident of another state, I must register for the collection of the Virginia State Sales Tax. I have all other required documents to sell at the Loudoun Farmers Markets and I have included copies with my application.

Insurance/Liability Requirements

23. I have obtained my own liability insurance. I have obtained auto liability coverage and, where applicable, I have met workmen's compensation requirements. You must include with your application a certificate of insurance in force evidencing a general liability and property damage policy covering your participation during the dates of the LVHMA Farmers Market you apply for. It is imperative that the certificate of insurance includes coverage for:
- "Products and Completed Operations" for at least \$1,000,000
 - "Off-premises sales" for each Producer.
 - LVHMA must be named on the policy as an "additional insured". Note: This can generally be included in the "Description of Operations, Locations, Vehicles, Exclusions Added by Endorsement, Special Provisions" section of your policy — please check with your policyholder.

LOUDOUN VALLEY HOMEGROWN MARKETS ASSOCIATION

"Proud to be a Producer-Only Market"

24. I agree that the Loudoun Valley HomeGrown Markets Association will not be held liable for any injuries or damages incurred at the Markets. I agree to hold Loudoun Valley HomeGrown Markets Association harmless against any and all losses, claims, or actions arising from the Markets.
25. I agree that the various legal entities holding ownership of the various locations at which the Association's Farmers Markets are held will not be held liable for any injuries or damages incurred at the markets. I agree to hold these owners harmless against any and all losses, claims, or actions arising from the markets.

Attendance Requirements:

26. Attendance Policy: The LVHMA Farmers Markets are held rain or shine and all vendors are expected to participate for the Market dates for which they sign up. The LVHMA vendor attendance policy allows *scheduled* absences during the market season. If you are unable to attend you must notify the Market Coordinator (Judy Stroske 540-454-8089) of that date as far in advance as possible. The Vendor is also responsible for changing their website newsletter ad to reflect their absence as a courtesy to our customers. LVHMA understands that unexpected events and emergencies do occur, but vendors **must** call or email the Market Coordinator to explain any absence. Failure to abide will result in penalties.
27. All vendors should be in their assigned space and set-up, ready to sell, no later than 15 minutes **before** the start of the Market. Vendors arriving after the Market has begun must check in with the Market Manager before setting up. LVHMA strongly discourages early departure from our Markets. In case of an emergency, the vendor should notify the Market Manager prior to leaving.

I understand the above Terms of Agreement and agree to abide to these Terms during my participation in the Loudoun Valley HomeGrown Markets Association Farmers Markets. I understand that if I fail to abide by the above Terms of Agreement, permission for me to participate in any of the Farmers Markets operated by the Loudoun Valley HomeGrown Markets Association can be withdrawn. I understand that these Terms are subject to change by the Association and that I would be required to abide by the changed rules in order to continue my participation in the markets, understanding that as a voting member of the Association, I would have a voice in any rule changes.

Signature

Date