

LOUDOUN VALLEY HOMEGROWN MARKETS ASSOCIATION

"Proud to be a Producer-Only Market"

PO Box 716 Hamilton VA 20159

www.loudounfarmersmarkets.org

540-454-8089

LVHMA Farmers Market Application 2010

Dear Producer/Grower,

Thank you for your interest in participating in the Loudoun Valley HomeGrown Markets Association (LVHMA) Farmers Markets. Our goal is to provide fresh, wholesome products to our customers and educate them on the value of supporting locally produced agriculture.

We will be offering 5 Markets beginning May 1st. The Leesburg and Ashburn Markets will run through October 30; Brambleton will run through October 31; Cascades will run through November 21st and Purcellville will run through December 18th. LVHMA will have a separate application process for the Leesburg Winter Market.

Sundays: Cascades 9:00 a.m. – 1:00 p.m.

Location: The Senior Center, 21060 Whitfield Place, Sterling

NEW Day: Saturdays: Purcellville 8:00 a.m. – Noon

NEW Location: Loudoun Valley Shopping Center

GREAT NEW LOCATION with Better Access and Visibility!

Saturdays: Leesburg 8:00 a.m. – Noon

Location: Virginia Village Shopping Center, Catoctin Circle

Saturdays: Ashburn 9:00 a.m. – Noon

Location: 43480 Yukon Drive, Kaiser Permanente Parking Lot at Ryan Park Shopping Center (behind Giant) **New high traffic location is in the works!**

Sundays: Brambleton 9 a.m. – 1 p.m.

Location: Town Center -- exact location TBD. **New high visibility location is in the works!**

These dates, times and locations are correct as of January 1, 2010, but are subject to change due to unforeseen circumstances.

Please read over the application form carefully as **there have been changes**. Mail your application and fees (see checklist) to LVHMA, PO Box 716, Hamilton, VA 20159. Additional applications can be downloaded from our web site www.loudounfarmersmarkets.org

Applications must be received as soon as possible. Applications received after February 10 will be considered on a "space available" basis. Incomplete applications will not be processed.

Producers will be informed as to their acceptance by February 23, after the applications have been reviewed by the Board of Directors.

Please direct any questions to Judy Stroske, Market Coordinator by email at judy@loudounfarmersmarkets.org or by calling 540-454-8089.

We look forward to you joining us for an exciting and prosperous Market Season for all!

Sincerely,

Chris Hatch
LVHMA President

LOUDOUN VALLEY HOMEGROWN MARKETS ASSOCIATION

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Frequently Asked Questions

What is LVHMA?

The Loudoun Valley HomeGrown Markets Association is a group of farmers, growers and producers who together form a cooperative that has managed and promoted Farmers Markets in Loudoun County since 1994.

What is a "Producer-Only" Market?

A "Producer-Only" Market is one where all the products are sold directly to the public by the farmer, grower or producer of that item. LVHMA does not allow contract farming or re-selling of items purchased from another grower or producer. LVHMA is serious about maintaining the integrity of their markets and conducts periodic on-site inspections of their producers and has removed violators of this policy from our Markets.

How does LVHMA select Producers for their Markets?

LVHMA receives many applications for all of the Markets, but unfortunately, there are not enough spaces to fill every request. The current Board of Directors makes the selections for each Market Season. A number of factors are considered including: How long you have been a member of LVHMA, which markets you have participated in, your attendance record at past markets and your timely gross sales reporting and payment record. LVHMA also considers the products carried by each Producer and how they relate to the product mix of each market.

Does LVHMA have a Producer Attendance Policy?

YES – A NEW Attendance Policy will take effect this year. Details are outlined in the Terms of Agreement.

LOUDOUN VALLEY HOMEGROWN MARKETS ASSOCIATION

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LVHMA Farmers Market Application 2010

I am interested in participating in the following LVHMA Markets:

Ashburn Brambleton Cascades Leesburg Purcellville

If I am unable to be assigned a location above my second choice(s) is/are:

Ashburn Brambleton Cascades Leesburg Purcellville

(please submit a separate check for each market you are applying for)

Farm/Producer Name _____

Contact(s) _____

Mailing Address _____

City _____ State _____ Zip _____

Farm/Producer Address (if different from mailing address)

Home Phone _____ Cell Phone _____

Business Phone _____

Email _____

VA sales tax # (mandatory) _____

Vehicle(s) used at market _____

1. I accept the terms of agreement and conditions of the Loudoun Valley HomeGrown Markets Association and certify that I am in conformance with applicable regulations with the Virginia Department of Agriculture and Consumer Services; the Virginia Health Department and the VA Department of Taxation. I agree to on-site inspection as needed for verification of production.
2. I agree to abide by the LVHMA tent weight policy, **reporting policy and attendance policy.**
3. I will abide by the complaint procedures and disciplinary actions outlined by LVHMA.
4. I understand that individual product liability is my responsibility and hereby release LVHMA, the LVHMA Board of Directors, Market Managers and Coordinator, from liability due to my products.
5. I agree that as a condition of my LVHMA Markets participation, I will attempt in good faith to resolve any disputes through the complaint procedure as outlined in this application before resorting to litigation. Furthermore, I will limit any claim I may have against the LVHMA Markets resulting from a suspension or termination from these Markets. If I am unsuccessful in my litigation, I agree to pay all of LVHMA's costs deriving from that litigation including but not limited to attorney's fees.

By signing this application I acknowledge that I have read the LVHMA Market Rules & Regulations and Terms of Agreement and agree to abide by them.

Signature _____ Date _____

Please send this page to LVHMA, PO Box 716, Hamilton, VA 20159 and retain a copy for your records.

LOUDOUN VALLEY HOMEGROWN MARKETS ASSOCIATION

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LVHMA Farmers Market Fees 2010

All Producers/Growers wishing to sell at LVHMA Farmers Markets are required to join the Association. Dues for the yearly membership are \$25 and run from January 1 to December 31. Please see the separate membership form included with this application.

Market Fees:

Ashburn	May 1 – Oct 30	\$125 (27 markets)
Brambleton	May 2 – Oct 31	\$125 (27 markets)
Cascades	May 2 – Nov 21	\$125 (30 markets)
Leesburg	May 1 – Oct 30	\$125 (27 markets)
Purcellville	May 1 – Dec 18	\$125 (34 markets - extended summer season)

A Market Fee must be submitted for each location you apply for. Checks will not be deposited until the vendor is notified of acceptance to a Market. Vendors not accepted to Markets will have their checks destroyed unless they specifically request to have their check returned.

In addition, each vendor is required to pay 3% of their gross sales (not including any sales tax). The vendor is responsible for reporting their sales on a weekly basis by midnight of the Monday following each Market using the Vendor's section of the LVHMA website www.loudounfarmersmarkets.org. Payment of the 3% of gross sales is done on a monthly basis by mailing a check or money order to: LVHMA PO Box 716 Hamilton, VA 20159 postmarked no later than the 5th of the following month. **PLEASE NOTE! You will be charged a \$30 fee for any check returned for insufficient funds and the vendor will not be permitted to attend any market until payment is received in full.**

LVHMA Market Drop-in Procedures

LVHMA would like to invite Producers to participate in the markets as a "Drop-in" if your specialty is an item that would not be available during the entire market season. As there will be times when Producers accepted to the Market may not be able to attend, we would like to establish an additional list of Producers to call on to keep our Markets full and dynamic.

All Producers interested in "dropping-in" when space is available in the Market:

- **Must submit a complete application for review by the LVHMA Board of Directors.** This should be done as far in advance as possible to assure you will be considered for any available space.
- **Must be a member in good standing of LVHMA.**
- Once the application is approved, the Producer will be notified by the Market Coordinator when a space becomes available. All efforts will be made to give the Drop-in Producer as much notice as possible for scheduling and advertising purposes.
- Pay a Drop-in fee of **\$25** per market, up to a total amount equal to a season's market fee **plus** 3% of the Producer's daily gross sales as outlined in the Market Fees section above. **The first Drop-in fee of \$25 must be included with your application.**
- **Vendors may not abandon a market they have been accepted to in order to drop-in at another market.**

If you are interested in joining any of our Farmers Markets as a Drop-in, please send your completed application including the Markets and dates you would be interested in participating, \$25 for the first Drop-in fee, LVHMA Membership fee and application to LVHMA, PO Box 716, Hamilton, VA 20159.

Payment of the above fees indicates that the Producer agrees to abide by the rules and regulations of the LVHMA Farmers Markets and will maintain the integrity of our "producer only" markets by assuring that all items sold are products they have grown or produced themselves.

If you have questions, please call or email the LVHMA Market Coordinator, Judy Stroske, at 540-454-8089 or judy@loudounfarmersmarkets.org

LOUDOUN VALLEY HOMEGROWN MARKETS ASSOCIATION

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2010 LVHMA Market Producer Availability

In order to provide the best possible variety of products for our consumers, please submit your projected participation in market(s) on a weekly basis. We will plan special events, advertising and drop-ins around this schedule and expect this to reflect the Producer attendance for the season. This is your opportunity to schedule time off for vacation, graduation, holidays, etc. Where you will not be penalized for these scheduled absences, vendors willing to participate in the entire Market season may be given preference by the LVHMA Board of Directors.

5/2/10	Ashburn _____	Leesburg _____	Purcellville _____	
5/3/10	Brambleton _____	Cascades _____		
5/8/10	Ashburn _____	Leesburg _____	Purcellville _____	
5/9/10	Brambleton _____	Cascades _____		
5/15/10	Ashburn _____	Leesburg _____	Purcellville _____	
5/16/10	Brambleton _____	Cascades _____		
5/22/10	Ashburn _____	Leesburg _____	Purcellville _____	
5/23/10	Brambleton _____	Cascades _____		
5/29/10	Ashburn _____	Leesburg _____	Purcellville _____	
5/30/10	Brambleton _____	Cascades _____		
6/5/10	Ashburn _____	Leesburg _____	Purcellville _____	
6/6/10	Brambleton _____	Cascades _____		
6/12/10	Ashburn _____	Leesburg _____	Purcellville _____	
6/13/10	Brambleton _____	Cascades _____		
6/19/10	Ashburn _____	Leesburg _____	Purcellville _____	
6/20/10	Brambleton _____	Cascades _____		
6/26/10	Ashburn _____	Leesburg _____	Purcellville _____	
6/27/10	Brambleton _____	Cascades _____		
7/3/10	Ashburn _____	Leesburg _____	Purcellville _____	Independence Day Weekend
7/4/10	Brambleton _____	Cascades _____	Independence Day	
7/10/10	Ashburn _____	Leesburg _____	Purcellville _____	
7/11/10	Brambleton _____	Cascades _____		
7/17/10	Ashburn _____	Leesburg _____	Purcellville _____	
7/18/10	Brambleton _____	Cascades _____		
7/24/10	Ashburn _____	Leesburg _____	Purcellville _____	
7/25/10	Brambleton _____	Cascades _____		
7/31/10	Ashburn _____	Leesburg _____	Purcellville _____	
8/1/10	Brambleton _____	Cascades _____		
8/7/10	Ashburn _____	Leesburg _____	Purcellville _____	
8/8/10	Brambleton _____	Cascades _____		
8/14/10	Ashburn _____	Leesburg _____	Purcellville _____	

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2010 LVHMA Market Producer Availability Con't^①

8/15/10	Brambleton _____	Cascades _____	
8/21/10	Ashburn _____	Leesburg _____	Purcellville _____
8/22/10	Brambleton _____	Cascades _____	
8/28/10	Ashburn _____	Leesburg _____	Purcellville _____
8/29/10	Brambleton _____	Cascades _____	
9/4/10	Ashburn _____	Leesburg _____	Purcellville _____ Labor Day Weekend
9/5/10	Brambleton _____	Cascades _____	Labor Day Weekend
9/11/10	Ashburn _____	Leesburg _____	Purcellville _____
9/12/10	Brambleton _____	Cascades _____	
9/18/10	Ashburn _____	Leesburg _____	Purcellville _____
9/19/10	Brambleton _____	Cascades _____	
9/25/10	Ashburn _____	Leesburg _____	Purcellville _____
9/26/10	Brambleton _____	Cascades _____	
10/2/10	Ashburn _____	Leesburg _____	Purcellville _____
10/3/10	Brambleton _____	Cascades _____	
10/9/10	Ashburn _____	Leesburg _____	Purcellville _____
10/10/10	Brambleton _____	Cascades _____	
10/16/10	Ashburn _____	Leesburg _____	Purcellville _____
10/17/10	Brambleton _____	Cascades _____	
10/23/10	Ashburn _____	Leesburg _____	Purcellville _____
10/24/10	Brambleton _____	Cascades _____	
10/30/10	Ashburn _____	Leesburg _____	Purcellville _____
10/31/10	Brambleton _____	Cascades _____	
11/6/10	Purcellville _____		
11/7/10	Cascades _____		
11/13/10	Purcellville _____		
11/14/10	Cascades _____		
11/20/10	Purcellville _____		
11/21/10	Cascades _____		
11/27/10	Purcellville _____		
12/4/10	Purcellville _____		
12/11/10	Purcellville _____		
12/18/10	Purcellville _____		

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Primary Producer Information for Meat & Produce Farm Producers^①

Please provide information for all locations where products you intend to sell are produced, and indicate if the land is owned or leased. A notarized copy of a signed lease agreement must be included with this application for each piece of land leased. Attach additional pages as needed.

Farm Name

Farmer's Name

Location 1: Physical Location and street address of primary land in production; if not able to be found using Map Quest, please draw a map:

Number of acres at this location: _____

This location is owned leased

Do you live at this location as well? Yes No

Additional Location - Physical location and street address of additional land in production and map:

Number of acres at this location: _____

This location is owned leased

Additional Location - Physical location and street address of additional land in production and map:

Number of acres at this location: _____

This location is owned leased

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Food Vendor Information

Please use this form for any value-added edible product including baked goods, candy, jelly, sauces, pasta, cheese, vinegar, cider, and other prepared foods.

Baker/Cook's Name _____

Immediate Family Member Baker/Cook _____

Business Name _____

Address _____

City _____ State _____ Zip _____

County _____

Work Phone _____ Home Phone _____

Business Address (if different from above) _____

Indicate the products you make that you will be bringing to the markets. Please be as specific as possible. Please note that this list is not meant to be restrictive, but only a guideline for your placement in a market to provide variety.

Additional notes or comments:

I agree to sell only products that I, and/or my immediate family and my employees have produced on my property and/or property I lease. I will also follow VDACS regulations, and will follow the requirements as set forth in the LVHMA Baker/Food Vendor Criteria.

Signature

Date

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Criteria for Bakers and Food Vendors

All baked goods must strictly adhere to all regulations pertaining to baked goods that are set forth by the Virginia Department of Agriculture and Consumer Services (VDACS). Additionally, all Bakers & Food Vendors must meet the following guidelines:

Baked goods permitted for sale include: pies, cakes, breads, cookies, candies, jams and jellies.

"Baked goods" is defined "by the scratch rule" as a product that has been mixed, baked, finished and packaged for sale; repackaging of commercially prepared products is prohibited.

Bakers & Food Vendors must submit a copy of their most current kitchen inspection report from VDACS or an appropriate agency in your home state. This report must not contain any violations that pertain to kitchen cleanliness or food processing.

VDACS does not require a home kitchen inspection for certain baked goods, jams, jellies and candies sold at Farmers Markets provided the Producer labels each product "Not for resale—Processed and Prepared without State Inspection".

Bakers & Food Vendors are required to follow the food labeling law as outlined by VDACS. All individually wrapped baked goods must have the following on the label. Labels may be typed or handwritten in permanent ink or a combination of both.

- Name of the product (i.e. zucchini bread, brownies, etc.)
- List of all ingredients in sequential order from most used to least.
- Your name or name of your business.
- Your address or the address of your business
- Net weight of the item

Items that are not individually wrapped (such as cookies, brownies, fudge etc.) must contain the above items on the product label except that a total count of items in the package must be marked (such as 5 cookies, 6 brownies). Net weight of the package is not required. Items sold individually from a bulk container without packaging must have a sign posted listing the ingredients of the items.

If proper labeling, as listed in this agreement is not followed, the Market Manager may issue warnings or suspensions from one or all of the LVHMA markets.

If free samples are offered to customers, those samples should be kept covered at all times. If samples are to be cut the baker must wash the utensil in soapy water and rinse in clean water after each slice. The vendor is required to keep soapy water and clean water on hand during the market hours.

Baked goods that contain cheese must meet the minimum moisture content requirements as outlined by VDACS.

NO "prepared-on-site" and ready to eat" foods (i.e. popcorn, hot-dogs, etc.) or any type of drinks (i.e. coffee, bottled water, etc.) are permitted to be sold at any LVHMA Farmers Market. Refrigerated or frozen, take home to heat-and-eat foods are permitted as long as VDACS and Health Department regulations are followed and the items are made "from scratch" by the Vendor, preferably using product grown or raised by the Vendor. Food Vendors must submit a copy of their latest Kitchen Inspection with their application.

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LVHMA Meat Producer Statement^①

Producer _____

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 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).

Signature _____ Date _____

____ All of my animals are born and raised on my farm/leased properties

____ I purchase young animals to raise on my farm/leased properties and I am aware of the notification process as outlined above.

Indicate the types of meats or meat products you will be bringing to the markets and the quantities you expect to have over the market season — please be as specific as possible, and use additional pages if necessary:

All Meat Producers: Please list the number, age and type of animals for processing that are on your farm/leased properties at the time of this application.

All Meat Producers: Please list by approximate poundage the amount and type of processed meat currently on hand at the time of this application.

All Meat Producers: Please indicate the number and type of animals to be purchased for processing during this market season.

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PROOF OF LIABILITY INSURANCE

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.
- **IF** your current policy expires during the term of this market it is **YOUR** responsibility and requirement to send updated copy to LVHMA.

This coverage is required for all Producers, both new and current members of LVHMA.

My current policy expires _____

LOUDOUN VALLEY HOMEGROWN MARKETS ASSOCIATION

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LVHMA Tent Weights and Weather Policy

In order to protect our Producers and customers during times of unexpected violent weather, the following measures are required to set up at any LVHMA Market.

Tents/Canopies/Umbrellas/Signs

Wind blown tents, canopies and umbrellas are the number one cause of injuries and insurance claims at Farmers Markets, but nearly all of this damage can be prevented. We require that every tent, canopy, umbrella, sign used at any LVHMA Market must be attached to an approved weight. All tents, canopies, umbrellas, signs and other forms of stall covers must be sufficiently and safely secured to the ground ***from the moment the stall cover is erected at the start of the Market day to the moment immediately before it is taken down at the end of the Market.***

Tents and canopies are considered sufficiently secured with at least 24 pounds per leg and at least 50 pounds for umbrellas. Weights for signs will vary depending on the size of the sign. The Market Manager will make the final decision on the appropriate weight for signs.

Weights should be secured in a manner that does not create its own safety hazard.

- Weights Should not cause a tripping hazard
- Weights should be tethered with lines that are clearly visible
- Weights should have soft edges to avoid causing cuts and scrapes
- Weights should be securely attached
- Weights should be on the ground (NOT above people's heads)

If tents, canopies, umbrellas or signs are NOT adequately secured, LVHMA Management will require the Vendor to take them down and sell without them. If these items need to be taken down in the middle of the Market, Vendors are expected to direct customers to a safe place so they will not be injured. **If vendor does not comply fines and penalties will occur.**

Examples of sufficient and safe weights include:

- Filling an empty paint can with cement and tying this to each corner of the tent with a rope or bungee. It is NOT sufficient to place the can on the feet of the tent.
- Filing containers with sand/cement that can be anchored or secured with a rope or bungee; these include canvas bags or plastic buckets/containers that have a handle through which a rope or bungee can be secured.
- PVC pipe capped and filled with cement can be hung on the inside of canopy poles as long as it is secured so that it does not collide with customers.

Examples of NOT sufficient or safe weights:

- Gallon water jugs. These are not heavy enough for large gusts of wind.
- Tying tents, canopies or umbrellas to tables, coolers or vehicles.

Sandbags that cannot be placed upright and securely tied to the tent or canopy should not be used.

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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

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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.**

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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.

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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

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Complaint Procedures

1. Producer-Only Rule Violations
 - a. Complaints against a producer regarding the origin of produce or goods must be made in writing and sent to the President of the LVHMA. The identity of the person making the complaint will be held in confidence.
 - b. The producer will receive written notice of all complaints.
 - c. The Board of Directors will investigate the complaint and rule on it within two working weeks. If the Board upholds the complaint against the vendor, it shall instruct the vendor to end the practice immediately or lose the privilege to sell in the market. If the Board of Directors fails to settle the disagreement within two working weeks, the vendor will be allowed to continue the action that led to the complaint.
 - d. The Board will notify the person who registered the complaint of its ruling.
2. Other Terms of Agreement Violations
 - a. These complaints can be made verbally or in writing to the Market Manager or to a member of the Loudoun Valley HomeGrown Markets Association Board of Directors.
 - b. These complaints may be resolved by agreement of all parties involved or, failing this, by decision of the Board of Directors on a case-by-case basis.

Disciplinary Actions

1. Producer-Only Rule Violations
 - a. A second violation of the Producer-only Rule will result in permanent exclusion of the vendor involved from the Loudoun Valley HomeGrown Markets.
2. Other Terms of Agreement Violations
 - a. All other violations of rules specified in the Terms of Agreement will be subject to the following disciplinary actions:
 - i. Verbal warning with immediate resolution by the Market Manager.
 - ii. Repeated offenses may result in 1 or 2 week suspension or forfeiture of market space as decided by the Board of Directors.
 - b. If disciplinary action results in suspension, forfeiture of space, or permanent exclusion, no refunds of fees will be given.

Appeals

A producer against whom a complaint has been made may, after receipt of the findings of the Board of Directors, appeal by requesting an in-person hearing before the Board of Directors. Following this hearing, the Board's decision will be final.

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LVHMA Amended Application Procedure

Producers—please use this form if you want to sell additional products during the season that were not on your original application to the LVHMA Farmers Markets.

You may email a copy of this to the LVHMA Market Coordinator, Judy Stroske at Judy@loudounfarmersmarkets.org or mail a copy to LVHMA, PO Box 716, Hamilton, VA 20159. **Please retain a copy for your records.**

The Market Coordinator will present your amended application to the LVHMA Board of Directors to see if your product is acceptable for sale at the desired location. We will do our best to insure that there is adequate variety at all markets and not an overabundance of any one product.

The Market Coordinator will then contact you as to whether or not you may bring the desired product to market. ***Please do not bring products to market until you have received approval. The Market Manager has authority to order you to remove any and all unauthorized items from sale that have not been approved through the LVHMA process.***

Producer: _____

Address: _____

Telephone: _____

Email: _____

Please list the item(s) and quantity you want added to your original LVHMA Application and the Markets you want to sell these items:

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LVHMA Rule Violations and Penalties

The LVHMA Board of Directors has had to take steps to ensure compliance with the rules and regulations found in the Market applications. These penalties are outlined to prevent discrimination against any particular vendor. All LVHMA Members participating in the Farmers Markets are expected to comply with the rules and regulations of the Market. Failure to do so jeopardizes the success of the Market, creates dangerous situations for vendors and customers, and costs the Association time and money that could be put to better use promoting the Markets. Violations can result in the following penalties:

1. Failure of Vendor to attend a scheduled Market without calling or emailing the Market Coordinator

- 1st Offense – Written Warning
- 2nd Offense – Written Warning and \$20 fine
- 3rd Offense – \$50 fine and Board of Directors will decide if the Vendor will be allowed to continue participating at the Markets

2. Vendor arrives after the start of the Market or leaves early without notice to Market Manager

- 1st Offense – Written Warning
- 2nd Offense – Written Warning and \$20 fine
- 3rd Offense – \$50 fine and Board of Directors will decide if the Vendor will be allowed to continue participating at the Markets

3. Failure to properly secure tents and umbrellas following the policy outlined in the application.

- 1st Offense – Vendor must take down tent/umbrella immediately at request of Manager and Written Warning issued
- 2nd Offense – Vendor must take down tent/umbrella immediately at request of Manager, Written Warning and \$50 fine
- 3rd Offense – Vendor must take down tent/umbrella immediately at request of Manager and \$100 fine. The Board of Directors will decide if the Vendor will be allowed to continue participating at the Markets

4. Failure to report gross sales by midnight of the Monday following the Market using the web site or failure to pay 3% of Market sales postmarked by the 5th of the following month.

- 1st Offense – Written Warning
- 2nd Offense – Written Warning and \$50 fine
- 3rd Offense – \$100 fine and Vendor may not participate in the next scheduled Market. The Board of Directors will decide if the Vendor will be allowed to continue participating at the Markets

5. Failure to pay 3% of Market sales postmarked by the 5th of the following month.

- ◆ 1st Offense – Written Warning
- ◆ 2nd Offense – Written Warning and \$50 fine
- ◆ 3rd Offense – \$100 fine and Vendor may not participate in the next scheduled Market. The Board of Directors will decide if the Vendor will be allowed to continue participating at the Markets.

If there are internet connection problems, reporting may be done by leaving a message for the Market Coordinator at 540-454-8089, but must be done by the midnight Monday deadline.

6. Selling products that are not on the Vendor's application

- 1st Offense – Written Warning and removal of item
- 2nd Offense – Written Warning, removal of item and \$20 fine
- 3rd Offense – \$20 fine and may not participate in the next scheduled Market
- 4th Offense – \$20 fine Board of Directors will decide if the Vendor will be allowed to continue participating at the Markets

Note: Vendors must submit an amended application page for Board approval before bringing new products to the Market. Please plan on 5-7 days to receive your answer.

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7. Non-compliance with VDACS and/or Health Department regulations

- 1st Offense – Written Warning and removal of non-compliant item
- 2nd Offense – Written Warning, removal of item and \$20 fine
- 3rd Offense – \$20 fine and may not participate in the next scheduled Market
- 4th Offense – \$20 fine Board of Directors will decide if the Vendor will be allowed to continue participating at the Markets

8. False Reporting of Sales

LVHMA realizes that a Vendor may make a mistake in reporting, however, deliberate under reporting of sales is grounds for immediate permanent suspension from all LVHMA Markets with no refund of fees.

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LVHMA Application Checklist

ALL Applicants must enclose:

- ◆ 2010 LVHMA Annual Membership Fee and application if needed (page 24) *(Please send separate check)*
- ◆ LVHMA Farmers Market Application 2010 (page 3)
- ◆ Market Fee for each market applying *(Please send separate check for each market)*
- ◆ Certificate of Insurance

In addition to the above

All Meat Producer applicants must enclose:

- ◆ LVHMA Market Producer Availability (pages 5 & 6)
- ◆ Primary Producer Information for Meat & Produce Farm Producers (page 7)
- ◆ LVHMA Additional Product Information (page 6 if applicable)
- ◆ LVHMA Meat Producer Statement (page 12)

All Fruit / Vegetable / Plant Producer applicants must enclose:

- ◆ LVHMA Market Producer Availability (pages 5 & 6)
- ◆ Primary Producer Information for Meat & Produce Farm Producers (page 7)
- ◆ Fruit / Vegetable / Plant Producer Information (page 8)
- ◆ LVHMA Additional Product Information (page 9 if applicable)

All Bakers and Food Vendors applicants must enclose:

- ◆ Food Vendor Information --New Food Vendor must enclose a copy of their Kitchen Inspection; Un-inspected Home Bakers please enclose a copy of your label.
- ◆ LVHMA Market Producer Availability (pages 5 & 6)
- ◆ Food Vendor Information (page 10)

All Value-Added Producer applicants must enclose:

- ◆ LVHMA Market Producer Availability (pages 5 & 6)
- ◆ Primary Producer Information for Meat & Produce Farm Producers (page 7)
- ◆ LVHMA Additional Product Information (page 6)

Please make check payable to: LVHMA

Mail check and completed application to:

LVHMA
PO Box 716
Hamilton, VA 20159

PLEASE NOTE! You will be charged a \$30 fee for any check returned for insufficient funds and will not be able to attend any markets until restitution is made in full.

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**Membership Application
January-December 2010**

Farm/Producer Name _____

Contact(s) _____

Mailing Address _____

City _____ State _____ Zip _____

Farm/Producer Address (if different from mailing address)

Home Phone _____ Cell Phone _____

Business Phone _____ Fax _____

Email _____

I am a New Member of LVHMA

I have been a LVHMA Member for approximately _____ year(s).

Types of LVHMA Membership (Please check the one that applies to you):

Farm Based Member - Producer of agricultural, horticultural or animal husbandry, farm based products. This is a voting membership. Dues are \$25 a calendar year Jan-Dec.

Non-farm Based Member - Producer of non-farm based products. Sales of these products are subject to approval by the LVHMA Board of Directors. This is a voting membership. Dues are \$25 a calendar year Jan-Dec.

Sustaining Member - Any person, partnership, firm, cooperative or corporation not actively engaged in selling at LVHMA markets, but wishing to further the aims of the Association, is welcome to contribute to LVHMA. This is not a voting membership.

I am applying for membership in the Loudoun Valley HomeGrown Markets Association and agree to abide by their By-Laws and Terms of Agreement.

Signature

Date

PLEASE NOTE! You will be charged a \$30 fee for any check returned for insufficient funds and will not be able to attend any markets until restitution is made in full.