

LOUDOUN VALLEY HOMEGROWN MARKETS ASSOCIATION

Farmers Market (Ashburn) Application 2008
PO Box 677, Leesburg, VA 20178
703-777-0426

Dear Grower/Producer:

Thank you for your interest in participating in the new **Ashburn (Ryan Park)** farmers market, which will be administered through the Loudoun Valley HomeGrown Markets Association (LVHMA system.) Following the review process on May 12, you will be notified of your acceptance status. **The application deadline is Friday, May 9.**

The Ashburn Market is set to open on Saturday, June 7 and end on Saturday, October 25. Hours of operation are 8 a.m. to 12 noon. The location is the parking lot in front of the Kaiser-Permanente Office Building located in the 43000 block of Yukon Drive in the Ryan Park Shopping Center, just off Exit 6 of the Greenway or off Shellhorn Road in Ashburn. (The actual address is 43480 Yukon Drive, Ashburn, VA, but this is not specifically shown on Mapquest.) The location is right behind the Giant Food Store and diagonally across from the Home Depot in Ryan Park.

Enclosed you will find an application form and a copy of the LVHMA *Terms of Agreement* and *Complaint Procedures*.

Please mail your application, along with a fee of :

\$100 for the Ashburn Market

\$25 business inspection fee (if you have not already paid this as a part of another LVHMA application for 2008)

\$25 LVHMA annual membership fee (if not already paid for 2008)

\$150 in total ... or \$150 minus any inspection and membership fees already paid to LVHMA for 2008
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Make checks payable to LVHMA and mail to:

Loudoun County Dept. of Economic Development/Farmers Markets
1 Harrison St SE MSC #63
Leesburg, VA 20175

If you need additional forms, you can download the application by going to www.loudounfarms.org, put your cursor on Farm Products, click on Farmers Markets, and then Farmers Market Application.

Should you have any questions, please call 703-777-0426.

Mary Ellen Taylor, President, LVHMA

Melissa Piper Nelson, Agricultural Marketing Manager, Dept. of Economic Development

**Loudoun Valley HomeGrown Markets Association
Loudoun County Farmers Markets—ASHBURN MARKET 2008 Application Form**

PLEASE NOTE THAT APPLICATIONS RETURNED WITHOUT INCLUDING ALL INFORMATION AND CERTIFICATIONS REQUIRED, WILL NOT BE REVIEWED BY THE BOARD. PLEASE REVIEW THE CHECKLIST AND INCLUDE ALL INFORMATION, SIGNATURES, INSURANCE FORMS AND CERTIFICATIONS NECESSARY. IF INSURANCE CERTIFICATES ARE BEING SENT DIRECTLY TO THE BOARD BY YOUR INSURANCE COMPANY, PLEASE NOTE THAT THESE MUST HAVE ARRIVED PREVIOUS TO MARKET ATTENDANCE. THANK YOU.

Contact Name _____ Business _____

Address (mail) _____

Address (business) _____

City _____ State _____ Zip _____

Phone _____ fax _____ email _____

VA sales tax # (mandatory) _____

Vehicle used at market _____

Vendors wishing to attend on an occasional basis may do so by completing and submitting a full application for review and a non-refundable \$25 LVHMA membership fee, if you have not already joined LVHMA for 2008. Upon acceptance, a \$20.00 per market day fee will be assessed, along with a \$25 inspection fee. Please make arrangements with the market manager one week in advance.

Acceptance of your application and your market assignment(s) are based on the products you sell (i.e., how they contribute to and enhance the total product makeup of the market), farm location (i.e., consideration is given to Loudoun County farmers first), seniority (i.e., number of years in Loudoun markets), total number of applications received and total number of spaces available.

You must agree to follow the rules and regulations of the Loudoun Valley HomeGrown Farmers Markets, maintain the integrity of the HomeGrown Markets, and sell only products you grow or produce. Failure to comply could result in your permission to sell at the markets being immediately and permanently revoked. **NOTE THAT YOUR PRODUCTION WILL BE SUBJECT TO VERIFICATION BY ON-SITE VISIT. THIS IS THE REASON FOR THE \$25 BUSINESS INSPECTION FEE.**

**Loudoun Valleys HomeGrown Markets Association
Loudoun County Farmers Markets – 2008 Market Agreement**

Your signature below indicates you accept the terms and conditions of the Loudoun HomeGrown Markets Association and certify that you are in conformance with applicable regulations of the Virginia Department of Agriculture and the Virginia Health Department and accept on-site inspection for verification of production.

Farm Name

Signature of applicant

Date

I have received a copy of the Complaint Procedures and Disciplinary Actions form and I understand and agree to abide by them.

Signature of applicant

Date

2008 Application Checklist:

- Market application form
- Signed Market Agreement/Receipt of Complaint Procedures
- Product Certification
 - Baked goods, honey, preserves – VDACS Inspection Certificate along with Baker's Certificate
 - Produce Vendors – Certification by County Extension Agent along with Produce Certificate
 - Meat Vendors – Meat Producers Statement
- Certificate of Insurance (if on file from previous market participation, please note). *If the end date of the coverage falls between the markets' open dates, it is your responsibility to provide the association with a new certificate at the time of renewal.*
- Check or Money Order (**\$100, plus single \$25 inspection fee**) payable to Loudoun Valley HomeGrown Markets Association (LVHMA) and annual membership fee of \$25.

**Loudoun Valleys HomeGrown Markets Association
Product Certification for Application 2008**

Baked Goods Product Certification

If you are selling honey, baked good or preserves, you must send in a copy of your most current Virginia Department of Agriculture and Consumer Services (VDACS) inspection certificate with your application. All vendors need to supply a new certificate in even-numbered years. A Baker's Certificate is required for all vendors selling baked goods.

Producer Certification by County Agent

This part must be completed by your county extension agent.

I hereby certify that _____ (applicant) is, to the best of my knowledge, growing/producing the crops/goods described above in accordance with the rules and regulations of the Loudoun Valleys HomeGrown Markets Association. Further, I agree, upon request, to investigate any questions raised about the authenticity of said crops/goods made by authorized representative(s) of said Markets.

Signature _____ Date _____
County Extension Agent

_____ County _____
Printed Name

Tel: _____

Proof of Liability Insurance

You must furnish LVHMA with a certificate of insurance in force evidencing a general liability and property damage policy covering your business.

**Loudoun Valley HomeGrown Markets Association
Baker's Certificate 2008**

Baker's Name _____

Immediate Family Member Baker(s) _____

Business Name _____

Address _____ City _____ State _____ Zip _____

County _____ Work Phone _____ Home Phone _____

Location or Place of Business _____

Indicate the products you make that you will be bringing to the markets and a percentage of the total that these goods represent: (Note: this list is not meant to be restrictive but only a guideline for your placement in a market to provide variety.)

Bread (Including dinner rolls and quick breads) _____ % of total

Pies _____ % of total

Cakes _____ % of total

Cookies _____ % of total

Muffins _____ % of total

Other (list) _____

_____ % of total

Any additional notes or comments?

I agree to sell only products that I, and/or my immediate family, 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 "Bakers Criteria."

Signature _____ Date _____

**Loudoun Valley HomeGrown Markets Association
Criteria for Bakers 2008**

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 must meet the following guidelines.

- Baked goods permitted for sale include pies, cakes, breads, cookies, jams and jellies.
- “Baked goods” is defined as a product that has been mixed, baked, finished and packaged for sale; repackaging of commercially prepared products is prohibited.
- Bakers must submit, on even number years, prior to the market season, a 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.
- Bakers 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. cheesebread, brownies, etc.)
 - ▶ List of all ingredients in sequential order from most used to least.
 - ▶ Your name or name 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.
- 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.

**Loudoun Valley HomeGrown Markets Association
Meat Producer Statement 2008**

Farm Name _____ Owner _____
Address _____ City _____ State _____ Zip _____
County _____ Work Phone _____ Home Phone _____
Location If Animals Not Raised at Above Address _____

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:

Type of Meat

Quantity during Season

Number and type of animals produced annually: Beef _____ Hogs _____

Sheep & Lamb _____ Poultry _____ Goats _____ Other _____

Where Processed _____

Any additional notes or comments?

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 Virginia or USDA inspected facility (home poultry processing OK).

Signature _____ Date _____

Loudoun Valley HomeGrown Markets Association

TERMS OF AGREEMENT

(Adopted 12/7/04)

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. I (and my immediate family, if applicable) produced all products being sold. At the discretion of the Association, legal partnerships between nonrelated persons or corporations, who share in the finances and work of the farm or business, may be considered for admission into the Loudoun Farmers' Markets. I understand that selling items purchased from another producer is prohibited.
2. The local Extension Agent, in the county where my farm is located, has signed the attached HomeGrown Markets Producer Certificate verifying that I am the producer of all products indicated. I give permission for the local Extension Agent or a designee to inspect my farm.
3. 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.
4. I understand that my farm or place of business must be located within 125 miles of Leesburg, Virginia in order to participate in the Loudoun Markets.

Acceptable Homegrown Products

5. Farm products: I am permitted to bring homegrown products including vegetables, fruits, herbs, honey, mushrooms, flowers, bedding plants, and nursery stock. I am permitted to sell cider, however, I understand that I must use my own press to process my own homegrown apples.
6. 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.*
7. 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.
8. Refrigerated/frozen meats, etc.: I am permitted to sell eggs, seafood, and frozen meats provided that I meet the requirements of the Food Inspection Section of the Virginia Department of Agriculture and Consumer Services.

9. 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

10. 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.

11. 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. No vendor may rent more than one market space.

12. 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.

13. I understand that shoes and attire appropriate to a food market are required while selling at the markets.

14. I understand that I must have a sign that identifies my farm name and location.

15. 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 one-half hour prior to the market opening, I must check with the Market Manager to ensure safety of vendors and customers. I also understand that if I am unable to attend the market for any reason, I am required to notify the Market Manager of my absence as soon as I am able.

16. I understand that "bagging" is permitted 15 minutes before the opening time of the market.

17. 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.

18. I understand that subleasing, selling, transferring, or permitting another farmer to use my market space is prohibited.

19. I understand that I may not bring a dog to the 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 me 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. Consistent with paragraph 20, 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;
- 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. Resolve minor disputes on site by mutual agreement of the parties involved; failing this, take the dispute to the Board of Directors;
- g. Report alleged violations of the Terms of Agreement, in writing, to the Board of Directors;
- h. Act as liaison between the market vendors and the Board of Directors;
- i. Convene brief meetings of the vendors as necessary;
- j. Submit a written report on important market developments, issues and recommendations to the Board of Directors at the end of the season;
- k. 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.

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.

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 rules changes.

Loudoun Valleys HomeGrown Markets Association

Complaint Procedures

(Adopted 12/7/04)

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. For 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. For 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.