

Loudoun Valley HomeGrown Markets Association
"Proud to be a Producer Only Market"
PO Box 716 Hamilton VA 20159
540-454-8089

LVHMA Winter Market Application 2009 - 2010

Dear Producer:

Thank you for your interest in participating in the Loudoun Valley HomeGrown Markets Association (LVHMA) Leesburg Winter Market. The Market will be held on Saturdays from 9 am to Noon starting November 7 and ending on April 24, 2010. It is an outdoor Market with an established following—plus a fire pit to ward off the chill!

LVHMA is dedicated to preserving the integrity and homegrown atmosphere of the Loudoun Farmers Markets and to support local agriculture by providing a place for local farmers to sell their goods to the community. Our goal is to provide fresh, wholesome products to our customers year round and educate them on the value of supporting locally produced agriculture.

Please carefully read over the following pages. Submission of an application to the LVHMA Markets constitutes an agreement to abide by all of the rules and regulations, terms of agreement and by-laws of LVHMA. Copies of the LVHMA Terms of Agreement and By-Laws can be found on our web site: www.loudounfarmersmarkets.org by clicking on the "Join Our Market" section. Please mail your completed application and fees to LVHMA, PO Box 716, Hamilton, VA 20159. If you have questions, please call or email the LVHMA Market Coordinator, Judy Stroske, at 540-454-8089 or judy@loudounfarmersmarkets.org

Applications must be received as soon as possible.

Incomplete applications will not be processed.

Applications received after October 10 will be considered on a "space-available" basis only.

Producers will be informed as to their acceptance by after the application has been reviewed by the Board of Directors, approximately October 24.

Thank you for your support of the LVHMA Winter Market!

Sincerely,

Chris Hatch
LVHMA President
Leesburg Market Manager

LOUDOUN VALLEY HOMEGROWN MARKETS ASSOCIATION

"Proud to be a Producer Only Market"

Winter Market Application 2009 - 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 _____

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.
3. I will abide by the complaint procedures and disciplinary actions outlined in this application.
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.
Winter Market Application 2009 - 2010

LVHMA Winter Market Fees 2009 - 2010

LVHMA Annual Membership \$25 Membership runs from Jan 1 through Dec 31. All producers (except those in the Special Craft Section) must be LVHMA Members to participate in the Leesburg Winter Market. A 2009 and 2010 LVHMA Membership is required to participate in the entire Winter Market. Members will be contacted in December for payment of 2010 dues.

Leesburg Winter Market \$125 per space plus 3% of gross sales

Saturdays, Nov 7, 2009-April 24, 2010--total of 25 weeks. Your gross sales must be reported weekly through the LVHMA member web site, by midnight of the Monday following the Market. Payment of 3% of your gross sales is due the 5th of each following month and is considered late if not postmarked by the 5th of that month. For example, the 3% of gross sales for November are due December 5 and are considered late if postmarked later than December 5. Late reporting, false reporting and late payments can result in fines and the vendor being suspended from the Market. Payments are to be mailed to LVHMA, PO Box 716 Hamilton, VA 20159. For the Winter Market ONLY, vendors may be able to lease more than one space, depending upon availability. Spaces are approximately 10' across and 45' deep (which includes space for your vehicle to park).

Drop-In Fee \$25 per day up to a total of \$125 plus 3% of gross sales. LVHMA would like to invite Producers to participate in the Market 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 Market full and dynamic. The first payment of \$25 must accompany your application.

Special Craft Section for "Celebrate Loudoun!"

Local Craft Vendors are invited to participate in the LVHMA Farmers Market "Celebrate Loudoun!" section for the 2009 Christmas Holiday Season which will run from the Grand Opening on November 7 through December 26. The fee for this 8 week period is \$175. If space is available, Craft Vendors may sign up for individual Saturdays at \$25 per day. Preference will be given to Loudoun County artisans and to those who sign up for the entire 8 week period. This special section is limited to a maximum of 10 Craft Vendors. Craft vendors are required to follow LVHMA insurance requirements as outlined in this application. **Please see separate application at www.loudounfarmersmarkets.org**

Payment of the above fees indicates that the Producer/Crafter 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.

Please make checks payable to LVHMA and send with your completed application to:

**LVHMA
PO Box 716
Hamilton, VA 20159**

LVHMA Winter 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 Market 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 of LVHMA. 2009 Dues are \$25 and run from Jan1 2009-Dec 31 2009. A 2009 and 2010 LVHMA Membership is required to participate in the entire Winter Market. Members will be contacted in December for payment of 2010 dues.
- Once the application is approved by the Board of Directors. The Producer will be notified when a space becomes available. Every effort will be made to schedule the Drop-in Vendors participation as far in advance as possible.
- Pay a Drop-in fee of \$25 a day, up to a total amount of \$125 (payable to the Market Manager upon your arrival at the market). The Drop-in Vendor must also report their gross sales as specified in the Market Fees section of application (page 3).

If you are interested in joining the 2009 Winter Market as a Drop-in, please send your completed application including the dates you would be interested in participating to LVHMA, PO Box 716, Hamilton, VA 20159.

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

2009 - 2010 LVHMA Winter Market Producer Availability

In order to provide the best possible variety of products for our consumers, please submit your projected participation in Leesburg on a weekly basis for the 2009 Winter Market. We will plan special events, advertising and drop-ins around this schedule and expect this to reflect the Producer attendance for the season. Please let us know about any specific seasonal products you have for sale.

<u>Date</u>	<u>List Seasonal Products Available</u>
11/07/09	_____
11/14/09	_____
11/21/09	_____
11/28/09	_____
12/05/09	_____
12/12/09	_____
12/19/09	_____
12/26/09	_____
01/02/10	_____
01/09/10	_____
01/16/10	_____
01/23/10	_____
01/30/10	_____
02/06/10	_____
02/13/10	_____
02/20/10	_____
02/27/10	_____
03/06/10	_____
03/13/10	_____
03/20/10	_____
03/27/10	_____
04/03/10	_____
04/10/10	_____
04/17/10	_____
04/24/10	_____

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Winter Market Application 2009 - 2010

LVHMA Winter Market Produce/Product Certificate

Please list all goods you intend to sell including fruits, vegetables and value-added products including (but not limited to) eggs, cheese, cider, wool, herbal products, wine, etc. Please use additional pages if necessary.

Producer

Vegetable

linear feet planted

Vegetable

linear feet planted

Fruit

of trees or linear feet

Fruit

of trees or linear feet

Other products

Please send this page to LVHMA, PO Box 716, Hamilton, VA 20159 and retain a copy for your records.
Winter Market Application 2009 - 2010

LVHMA Winter Market Meat Producer Statement

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

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.

Processor contact information _____

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Loudoun Valley HomeGrown Markets Association Winter Market Criteria for Bakers

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, 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 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.

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 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.

**Loudoun Valley HomeGrown Markets Association
Winter Market Baker's Certificate**

Baker's Name _____

Immediate Family Member Baker(s) _____

Business Name _____

Address _____ City _____ State _____ Zip _____

County _____ Wk Phone _____ Hm Phone _____

Business Address (if different from above) _____

Indicate the products you make that you will be bringing to the markets and a percentage of the total unit 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 unit

Pies _____ % of total unit

Other items (list)

Cakes _____ % of total unit

Cookies _____ % of total unit

Muffins _____ % of total unit

_____ % of total unit

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's Criteria.

Signature

Date

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Winter Market Application 2009 - 2010

2009 – 2010 Winter Market LVHMA Proof of Liability Insurance Policy

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. 2009-10 Winter Market coverage would be from November 7, 2009 through April 24, 2010.

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.

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 Producer to take them down and sell without them. If these items need to be taken down in the middle of the Market, Producers are expected to direct customers to a safe place so they will not be injured.

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.

LOUDOUN VALLEY HOMEGROWN MARKET ASSOCIATION

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. 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 125 miles 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.
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 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.
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.
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 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.
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.

Authority and Duties of the Market Manager

19. 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.
20. Consistent with paragraph 19, 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

21. 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

22. 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

23. 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.

24. 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 Valley HomeGrown Markets Association 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.

2009 - 2010 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.

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:

LVHMA Application Checklist

Have you remembered to include?

- ⇒ Signed Application
- ⇒ Market Fee (\$125)
- ⇒ LVHMA Annual Membership Fee (\$25 new producers only)
- ⇒ Bakers Certificate--New producers must enclose a copy of their Kitchen Inspection; Uninspected Home Bakers please enclose a copy of their label. (if it applies)
- ⇒ Meat Producers Statement (if it applies)
- ⇒ Certificate of Insurance
- ⇒ Check made payable to LVHMA

PLEASE NOTE! You will be charged a \$30 fee for any check returned for insufficient funds.

Please mail your application and payment to:

LVHMA
PO Box 716
Hamilton, VA 20159

**Loudoun Valley HomeGrown Markets Association
Membership Application
January-December 2009**

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 _____

I am a New Member of LVHMA

I have been a LVHMA Member for _____ 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.

Nonfarm Based Member - Producer of nonfarm 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, Terms of Agreement and the Market Rules and Regulations.

Signature

Date