

## **Vendor Requirements**

1. The Producer must raise, grow, produce, catch, or make from scratch everything they sell at the LVHMC 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 unless preapproved by the BOD. Contract farming is NOT allowed in the LVHMC markets. The Producer must be the primary person responsible for all crops/livestock raised on all properties.
2. I understand and give permission for a representative of the Cooperative 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 Cooperative. 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 Markets.

## **Acceptable Homegrown Products**

4. Farm products: I am permitted to bring my homegrown farm 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. Honey may be processed by someone other than the Vendor.
5. Prepared foods, baked goods\*, jams, jellies, etc.: I am permitted to sell my farm related 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 and food permit. I must have mixed, baked, finished and packaged all items for sale; repackaging of commercially prepared products is prohibited.  
\*Baked goods are defined by the "scratch rule".
6. Bottled wine: If I am selling bottled wine, I understand that I must obtain a business license and the required remote license from ABC authorities. I understand that the Loudoun Farmers Markets are an ABC Off location.
7. As an LVHMC Meat Producer, I understand that I am permitted to sell eggs, seafood, fresh, frozen and smoked meats, provided I meet the requirements of the Food Inspection Section of

the Virginia Department of Agriculture and Consumer Services. All my beef, lamb, goat, hog, poultry and seafood, sold at LVHMC Markets are raised on my own farm or leased properties and I am directly responsible for their care. I understand that LVHMC 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 the maximum weight an animal may be purchased is: Beef - 750 lbs., Lambs - 60 lbs., Goats - 60 lbs., and Hogs - 60 lbs. I understand 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 LVHMC Board of Directors before being offered for sale. I understand that if I purchase animals for processing, I must upload a copy of the receipt or bill of lading for the purchase to my MMM application or send it to the LVHMC Market Coordinator within 10 days of the transaction along with identification numbers and purchased weights. Vendors are required to keep records of animals born on their farm, animals purchased, tag numbers, invoices, processing dates and should be able to show tracking of their animals from birth/purchase through processing and these records must be available for inspection. Failure to produce these records will result in suspension from the LVHMC Markets. I agree to sell only products that I, and/or my immediate family have produced on my property and/or property I lease which have been processed in a VA or USDA inspected facility (home processing of poultry is allowed following VDACS regulations). If 1000 or more day-old-poultry are purchased and processed on farm, a copy of the VDACS on-farm poultry processing permit must be attached to the Market application. I may cook and give away samples of my products but selling of products cooked at the market must be approved by the Board.

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 or fashioned by me. Flea market items are not permitted. LVHMC 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, legal inspected scales for weighing, and other display arrangements, including advertisement or display signs. I understand that goods may be sold directly from the back of my vehicle. I understand that my vehicle and set-up must fit within my assigned space and may not encroach or be obtrusive to adjoining vendors or extend more than 2 feet from the front of my stall.

10. I understand that I must have a sign that identifies my farm name/business name and location prominently displayed in my space. Prices of all items must be clearly displayed. You may be asked to remove products without clearly marked pricing.

11. I am permitted only one vehicle per space assigned to me by the Cooperative. 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.

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. Business must be conducted from inside the vendors own space. No vendor may solicit customers outside their assigned space.

13. I understand that shoes and attire appropriate to a food market are required while selling at the Markets. No smoking is permitted in the Market area or within 100 feet of the Market area.

14. I understand that set-up/arrival time for the LVHMC 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. Those arriving less than 15 minutes before the start of the market may not be able to set up in the stall they were assigned. I understand that leaving early is prohibited. If I must leave early due to an emergency, I must notify the Market Manager immediately and use extra caution in my break-down to ensure the safety of the 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 Coordinator of my absence as soon as I am able and to comply with the Attendance Requirements within this agreement.

15. I understand that "bagging" is permitted 15 minutes before the opening time of the Market. While early shopping is discouraged, all customers should be accommodated to ensure a positive experience at the LVHMC Markets.

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.

20. I understand that I may only sell items listed on my application. I will submit an amended application page for LVHMC Board approval before bringing any new items to Market.

21. I understand that it is my responsibility to take away from the market any trash or garbage that I generate during the market. The market trash bag is there for use by customers, not vendors.

22. I have read and will abide by the [Guidelines for Providing Safe Food Samples at the Market here](#)

23. If I prepare foods at the market or sample my food (other than baked goods), I am required to have a Temporary Food Permit from the Loudoun County Health Department. The application as well as information about this permit is found [here](#)

24. I understand that the Leesburg Market accepts SNAP/EBT and that if my products are eligible, I must participate in the SNAP program. [Click this link to learn more information on the SNAP/EBT program at Farmers Markets](#)

## **Rules and Regulations**

25. The LVHMC 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 vendor. All LVHMC Members participating in the Farmers Markets are expected to comply with the rules and regulations of the Market.

**26. There will be a mandatory annual spring vendor meeting in the latter part of March. A representative from each business must attend. We will cover all the requirements that are needed to attend our markets and keep in good standing.**

Failure to do so may jeopardize the success of the Market, create dangerous situations for vendors and customers, and cost the Association time and money that could be put to better use promoting the Markets. Violations will result in the following penalties:

A. Failure of Vendor to attend a scheduled Market without calling or emailing the Market Manager:

- 1st Offense -- Written Warning
- 2nd Offense -- Written Warning and \$35 fine
- 3rd Offense -- \$60 fine, and the BOD will decide if the Vendor will be allowed to continue participating at the Markets.

B. Vendor arrives later than 30 minutes before the start of the Market or leaves early without notice to Market Manager:

- 1st Offense -- Written Warning
- 2nd Offense -- Written Warning and \$35 fine
- 3rd Offense -- \$60 fine Board of Directors will decide if the Vendor will be allowed to continue participating at the Markets.

C. Failure to properly secure tents, umbrellas and signs following the policy outlined in the application:

- 1st Offense -- Written Warning
- 2nd Offense -- Written Warning and \$35 fine
- 3rd Offense -- \$60 fine Board of Directors will decide if the Vendor will be allowed to continue participating at the Markets.

D. Failure to report gross sales by midnight of the Thursday following the Market using Manage My Market:

- 1st Offense -- Written Warning
- 2nd Offense -- Written Warning and \$35 fine
- 3rd Offense -- \$60 fine 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 or text for the Market Coordinator at 540-454-8089, but reporting must be done by the midnight Thursday deadline.

E. Failure to pay 3% of Market sales by the 25th of the following month:

- 1st Offense -- Written Warning
- 2nd Offense -- Written Warning and \$35 fine
- 3rd Offense -- \$60 fine, Board of Directors will decide if the Vendor will be allowed to continue participating at the Markets.

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

- 1st Offense -- Written Warning
- 2nd Offense -- Written Warning and \$35 fine
- 3rd Offense --\$60 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 email/letter for Board approval before bringing new products to the Market. Please plan on a minimum of 10-14 days to receive your answer.

#### G. Non-compliance with VDACS and/or Health Department regulations:

- 1st Offense -- Written Warning and removal/compliance of item
- 2nd Offense -- Written Warning, removal/compliance of item, and \$35 fine
- 3rd Offense -- \$60 fine, Board of Directors will decide if the Vendor will be allowed to continue participating at the Markets

#### H. False Reporting of Sales

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

#### I. Producer-Only Rule Violations

1. Complaints against a producer regarding the origin of produce or goods must be made in writing and sent to the President of LVHMC. The identity of the person making the complaint will be held in confidence.
2. The producer will receive written notice of all complaints.
3. 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.
4. The Board will notify the person who registered the complaint of its ruling.

#### J. Other Terms of Agreement Violations

1. These complaints must be made in writing to the Market Manager and to the LVHMC Board of Directors.
2. 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**

#### K. Producer-Only Rule Violations

1. A second violation of the Producer-only Rule will result in permanent exclusion of the vendor involved from the Lvhmc.

## L. Other Terms of Agreement Violations

1. All other violations of rules specified in the Terms of Agreement will be subject to the following disciplinary actions:

a. Verbal warning with immediate resolution by the Market Manager.

c. Repeated offenses may result in 1 or 2-week suspension or forfeiture of market space as decided by the Board of Directors.

2. 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.

### **Authority and Duties of the Market Manager**

26. I understand the Market Manager is the representative of the LVHMC 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 LVHMC. 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 all decisions of the Board of Directors.

27. 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 LVHMC 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 tent weight policy and attendance policy. Weights must be per agreement and if they are not, vendors will be asked to take down their tent regardless of weather;
- F. Enforce all producer-only, home-grown and market space requirements set out in the Terms of Agreement;
- 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**

28. I am properly registered regarding the collection of state sales and use tax in Virginia and have provided a copy of my VA Sales and Use Certificate. I understand that even if I am a resident of another state, I must register for the collection of the Virginia State Sales and Use Tax. I have all other required documents to sell at the Loudoun Farmers Markets and I have uploaded copies with my application.

## **Insurance/Liability Requirements**

29. 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 a certificate of insurance in force evidencing a general liability and property damage policy covering your participation during the dates of the LVHMC Farmers Markets with your application. Your certificate of insurance must include coverage for:

- "Products and Completed Operations" for at least \$1,000,000
- "Off-premises sales" for each Producer.
- LVHMC must be named on the policy as an "additional insured". 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.

**Note:** If your current policy expires during the term of this market it is YOUR responsibility and requirement to send updated copy to LVHMC. This coverage is required for all Producers, both new and current members of LVHMC.

30. I agree that the Loudoun Valley HomeGrown Markets Cooperative will not be held liable for any injuries or damages incurred at the Markets. I agree to hold Loudoun Valley HomeGrown Markets Cooperative, Inc harmless against any and all losses, claims, or actions arising from the Markets.

31. I agree that the various legal entities holding ownership of the various locations at which the LVHMC 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**

32. Attendance Policy: The LVHMC Farmers Markets are held rain, snow or shine and all full-time vendors are expected to participate at all scheduled market dates. The LVHMC vendor attendance policy allows for THREE (3) scheduled absences during the market season. Part-time vendors are expected to participate at all scheduled market dates they have requested in their application, with an allowance of THREE (3) absences from that schedule. LVHMC understands that extenuating circumstances arise. In this event, vendors must communicate potential extended absences to their Market Manager right away for approval. Failure to comply with this policy will result in penalties.

33. All vendors should be in their assigned space and set-up, ready to sell, no later than 30 minutes before the start of the Market. Vendors arriving 15 minutes before the Market has begun must check in with the Market Manager before setting up and there is a possibility that they may forfeit their space for that Market day. LVHMC strongly discourages early departure from our Markets. In case of an emergency, the vendor should notify the Market Manager prior to leaving.

### **LVHMC 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 LVHMC Market.

### **Tents/Canopies/Umbrellas/Signs**

34. Wind blown tents, canopies, umbrellas and signs are the number one cause of injuries and insurance claims at Farmers Markets, but nearly all this damage can be prevented. We **require** that every tent, canopy, umbrella, sign used at any LVHMC 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 25 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.

Some notes regarding weights:

- 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 or strapped to the base of the canopy legs or umbrella.
- Weights should be on the ground, NOT above people's heads or allowed to swing freely. If tents, canopies, umbrellas or signs are NOT adequately secured, LVHMC 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 safe weights include:

HIGHLY SUGGESTED: Fillable canopy weight bags, Eurmax leg weights, flat tailgater canopy weights

- If the ground conditions permit, 6 inch spikes may be used to anchor each canopy leg.
- Filling 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 must be securely strapped to the inside of canopy poles in a way that it does not collide with customers or create a hazard.

Examples of INSUFFICIENT or unsafe 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 set upright and securely tied to the tent or canopy should not be used.

## **Discrimination Policy**

35. LVHMC's position is to comply with existing federal standards concerning equal opportunity employment laws. As those laws change, LVHMC will hold its co-op members to the current statutes. This applies to you, your staff, any persons representing your business at our markets or selling on your behalf at our markets. Currently, the federal statutes at this time include the following and we will hold you to the same anti-discriminatory policies while at our markets - Discrimination will not be tolerated based on race, age, sex, creed, color, national origin, sexual orientation or the presence of any physical, mental or sensory disability.

Additionally, LVHMC does not discriminate based on race, age, sex, creed, color, national origin, sexual orientation or the presence of any physical, mental or sensory disability when hiring and managing its employees.

## **Vendor Conduct**

36. It is our understanding that all activity at the market (set up, market sales time and break down) or in reference to any LVHMC markets, or its members (on social media and other platforms) will be conducted in a professional manner. Vendors and their employees or representatives are always expected to be professional. Offensive comments or posts made to or about our customers, employees or other vendors will not be tolerated and could result in suspension or expulsion from our market system. LVHMC wants our market system to be a welcoming one and we want our customers and vendors to enjoy their time while they are attending our markets. Offensive comments, even when offered in a humorous way, can be taken in the wrong manner and could damage the LVHMC and your market reputation. If you think it could be offensive or off color, keep it to yourself.