



## Loudoun Valley Homegrown Markets Cooperative 2023-2024 Vendor Handbook

### Mission

Our mission is to promote local, sustainable and organic agriculture, increase economic opportunities for farmers and small food businesses, to offer experiential learning about and access to healthy local foods, and to build a vibrant gathering place for residents and visitors.

### Board of Directors and Staff Contact Information

Board of Directors	Staff
Melissa Allen - President	Erin Walker- Market Coordinator info@loudounfarmersmarkets.org (540) 454-8089
Kimberly Bowman - Vice President	
Amber Becker - Treasurer	Chaz Langston - Leesburg Market Manager leesburgsat@loudounfarmersmarkets.org
Deb Matthews- Secretary	
Chris Hatch - Board Member	Nick Lengyel - Cascades Market Manager cascadessun@loudounfarmersmarkets.org
Warren Howell - Board Member	
Jane Gleason - Board Member	Cynthia Rader - Outreach Coordinator outreach@loudounfarmersmarkets.org

## **Producer Only/Local Requirements**

LVHMC manages producer-only markets. A producer is defined as a grower, partner, or family member who is directly involved in the growth and production of the product and/or products sold. All products sold at the market must be grown or produced by the vendor. Re-selling is prohibited. All items sold must be grown or produced by the vendor or his designee on land or in a facility owned or leased by the vendor within 125 miles of Leesburg, Virginia.

## **Vendor Fees**

Our bookkeeper (Susan McGlohn) sends an invoice by email around the 10th of the month for 4% of your **gross** sales for the previous month. Invoice payment(s) are due by the 25th of the month (Net 15 from date invoice is received) and payment can be made by using the link on the invoice email you receive. Overdue payments will incur a \$25 late fee and suspension from all LVHMC markets.

### ***Penalty structure effective 1/1/2023***

- ***Invoice payments received after the 25th of the month - \$25 late fee applied***
- ***After 15 days overdue, Vendor is suspended from attending markets until bill is paid in full or sales are reported.***

## **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 be set up at any LVHMC Market.**

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, and 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 the 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 of umbrellas to tables, coolers or vehicles.
- Sandbags that cannot be set upright and securely tied to the tent or canopy should not be used.

### **Attendance Requirements**

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.

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 after 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. **Vendors must stay until the close of market, even if they sell out. Vendors who are late to market more than once a month may have their spot relocated at the market or may lose their spot at market entirely.**

*Note: If you set up in the center aisle at market, you must drop your supplies off first, move your vehicle, and then come back and set up.*

### **Vendor Code of Conduct**

It is our understanding that all activity at the market (set up, market sales time and breakdown) or in reference to any LVHMC markets, or its members (on social media and other platforms) will be conducted in a professional manner. Vendors or representatives are always expected to be professional. Offensive comments or posts made to or about our customers, contractors 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.

*As a vendor, I agree to comply with the LVHMC policies that the following are prohibited:*

***-Firearms***

***-Drugs***

***-Alcohol Consumption***

***-Smoking***

### **Loudoun County Fire Prevention Code**

*All these responses are based on the Loudoun County Fire Prevention Code as adopted from the Virginia Statewide Fire Prevention Code of the ICC.*

*Any open flame device should be a minimum of 10 feet away from anything combustible, with 15 feet the more common norm for actual distance to a combustible structure. Open flame devices should not be placed in egress/exit paths.*

*Within a tent open flame devices are prohibited. Candles, lanterns, and similar decorations may be approved on a case-by-case basis.*

*Portable fire extinguishers should be available with a maximum of 75' travel distance to the nearest extinguisher with a minimum 2-A rated portable fire extinguishers. That doesn't mean one every 75 feet, it means from any point that you don't have to travel in excess of 75 feet to get to one. So in essence one every 150 feet if along a straight lineup. Cooking operations that produce grease laden vapors should have appropriate extinguishers based on that type of use.*

*Smoking is prohibited under all tents. Tents with sides must have clearly marked exits. Side panels covering exits should be of a contrasting color and mounted so that they slide open to clear the exit. Signs must be lighted if tent is used after sundown. Emergency lighting must also be provided for tents used after sundown, and typically applies on the larger type tents (exceeding 1000 sq.ft.).*

*Combustible materials such as hay or straw are prohibited inside a tent except for the care of livestock, in which case it is limited to the amount necessary for a single day.*

*Open flame cooking devices must be separated from other structures (actual building or other tents) by a minimum of 20 feet. Cooking operations must be at least 20' away from other tents. Cooking tents are permitted through an agreement with the Health Department, but they can only be used for cooking and must follow the same 20' separation distance. No serving or other activity where the public has access underneath is permitted in a cooking tent. Chafing dishes and similar warming devices may be approved on a case-by-case basis.*

*More than 10 10x10 pop up tents, or an accumulation of a single and additional tents totaling over 800 square feet requires a FMO operational permit.*

*Groupings of tents should have a break between groupings. Example is along a street in a line, 10 pop up tents then a break of a width of ten feet (one pop up tent) . Or a group of five back-to-back (so making a group of ten in total) then a break of at least one pop up (10') on each side shall be made,*

*Any mobile food preparation vehicle that produces grease laden vapors or uses LPG as a fuel requires an inspection and possibly a permit.*

## **Insurance Requirements**

I have obtained my own liability insurance. I have obtained auto liability coverage and, where applicable, I have met worker'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.

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.

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.

## **Vendor Requirements**

- 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 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 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.

- I understand and give permission for a representative of the Cooperative to visit my farm or production facility to verify my producer's status. 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.
- 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**

- 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.
- 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. LVHMC no longer accepts uninspected home bakers/cottage law. \*Baked goods are defined by the "scratch rule".
- 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 Site location.
- 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 - 700 lbs., Lambs - 25 lbs., Goats - 25 lbs., and Hogs - 50 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.

- 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**

- 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.
- 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.
- 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.
- 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.
- 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.
- 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 30 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 30 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 Manager and Market Coordinator of my absence as soon as I am able and to comply with the Attendance Requirements within this agreement. I also need to remove the date of absence from ManageMyMarket.
- 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.
- 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.
- I understand that subleasing, selling, transferring, or permitting another farmer to use my Market space is prohibited.
- I understand that I may not bring a dog to the market.
- I understand that all children of vendors must be properly supervised by their parent or guardian at all times.
- 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.
- ***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.***
- I have read and will abide by the [Guidelines for Providing Safe Food Samples at the Market here](#)
- 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](#)
- I understand that the Leesburg Market and Cascades Sunday Market accept 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**

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.

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:

B. Vendor arrives later than 30 minutes before the start of the Market or leaves early

C. Failure to properly secure tents, umbrellas and signs following the policy

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

E. Failure to pay 4% of Market sales by the 25th of the following month

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

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

H. False Reporting of Sales

- *1st Offense -- Written Warning*

- *2nd Offense -- Written Warning and \$25 fine*

- *3rd Offense -- \$25 fine, and the Board of Directors will decide if the Vendor will be allowed to continue participating at the Markets.*

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 an immediate resolution by the Market Manager.
  - b. 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.

#### M. Nonpayment

1. Vendors who are consistently late with their payments may lose their position at market. LVHMC is happy to work with vendors to set up payment plans on an as needed basis.
2. Vendors who are within the first two years attending LVHMC markets and who have a market fee balance that is either 60 days overdue or over \$400.00 will not be permitted to return to the market until the outstanding balance is paid.
3. For all other vendors, if payment is not received within 90 days the full balance must be paid before attending the next market.

*N. Violation of Code of Conduct will be dealt with by the Board of Directors on a case-by-case basis. Violations of this nature could result in immediate expulsion from the LVHMC market system.*

O. There is a 90 day probationary period for new vendors. Vendors within this probationary period who do not adhere to all our rules and regulations will be removed from the market. Application and Market fees are non-refundable.

### **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**

1. 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. Farmer's Market Managers have the authority to oversee and enforce all market rules and guidelines. The Manager has the right to refuse a vendor's participation at any time, for any reason the manager feels is appropriate or reasonable.

2. 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 Market Coordinator 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.

### **Value-Added Requirements**

LVHMC no longer allows uninspected bakers into our markets. Please have a current kitchen inspection on file with us.

Virginia Department of Agriculture and Consumer Services:

Phone: (804) 786-3523

Website: <https://www.vdacs.virginia.gov/>

Loudoun Health Department Information:

Phone: (703) 777-0236

Website: <https://www.loudoun.gov/health>

### **Nondiscrimination Clause**

Loudoun Valley Homegrown Markets Cooperative (LVHMC) does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. These activities include, but are not limited to, the appointment to and termination from its Board of Directors, hiring and firing of staff or contractors, selection of volunteers, selection of vendors, and providing of services.

### **Complaint Procedures**

For complaints, please contact us by emailing the [info@loudounfarmersmarkets.org](mailto:info@loudounfarmersmarkets.org) email. Complaints can be made verbally and/or written to the market manager and/or market coordinator. Complaints can include product violations, late arrival of vendors to the market, conduct by a vendor, etc.

***NOTE: Anything in bold AND italics is new to the vendor handbook.***

### **Agreement**

As a vendor, I will:

1. Have all relevant documents on file with LVHMC such as Liability Insurance, W-9, and VA Sales Tax and Use forms BEFORE signing this handbook.
2. Agree to everything that is in the vendor handbook as well as the application.

Company Name

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Signature

Date

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