



## Franklin's Market on Main Policies & Procedures

210 S. Main Street Franklin, Virginia 23851

### Welcome to the Franklin Farmer's Market Sponsored by the City of Franklin

#### Contact

**Chloe Huffman, Market Manager**

**Phone:** (757) 562-8506

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**A'Risha Jones, Tourism Manager**

**Phone:** (434) 637-3814

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Franklin, Virginia 23851

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#### **Market Objectives:**

- \* To provide a venue for area growers/producers to provide a variety of healthy, regionally produced products directly to the public.
- \* To stimulate the local farm economy while preserving agricultural land.
- \* To create an attractive and educational atmosphere promoting agri-tourism and trade with local merchants.

#### **Market Dates and Sites:**

Franklin's Market on Main (Farmer's Market) is open year around to all participating vendors. Summer season will begin on Saturday, April 20, 2024 from 9 am – 12:00 pm and continues every Saturday through November 16, 2024. The Market will also operate in conjunction with the City of Franklin's Third Thursdays music series. Third Thursday markets will be held June 20<sup>th</sup>, July 18<sup>th</sup>, August 15<sup>th</sup>, and September 19<sup>th</sup> from 4pm-7pm.

The Market location includes paved sites under a pavilion, as well as unpaved sites surrounding the pavilion. The Market is located at 210 S. Main Street in downtown Franklin next to the Franklin Depot Visitor Center. Vendors will be assigned booths at the beginning of the season. **Vendors will be assigned one booth per vendor at the beginning of the season.**

All vendors must furnish their own umbrellas or shade tents (10'x10'), tables, chairs, etc. for sites located outside of the pavilion. Vendors with assigned sites under the pavilion must provide their own seating. Other items, such as ice and scales, and anything else

required to sell their product must also be provided by each vendor (scales are subject to inspection for accuracy). Appropriate language and dress are required to promote the family atmosphere of the Market.

**Market Opening, Closing and Attendance:**

**Thursday Market - The site will be available for set-up starting at 3:00 pm every Thursday. Vendors or substitute vendors must be in attendance every Thursday ready to sell by 4:00 pm and available for business until Market closes.** In case of an emergency, please see the Market Manager. If the vendor does not fulfill his/her contractual obligation to exhibit at every market, the Market Manager reserves the right to re-assign the vendor's space or replace the vendor. At the end of the selling day, vendors must leave their space clean.

**Saturday Market - The site will be available for set-up starting at 8:00 am every Saturday. Vendors or substitute vendors must be in attendance every Saturday ready to sell by 9:00 am and available for business until Market closes.** In case of an emergency, please see the Market Manager. If the vendor does not fulfill his/her contractual obligation to exhibit at every market, the Market Manager reserves the right to re-assign the vendor's space or replace the vendor. At the end of the selling day vendors must leave their spaces clean.

All vendors must give notice to the market manager by Thursday at 5 pm if he/she is NOT planning to attend the market on Saturday. Notice can be given via text, email, or phone call. Failure to comply may result in a suspension from the Market for a period not to exceed 30 days and will forfeit their site location. Vendors returning after a 30-day suspension will be subject to space availability at the time of their return.

The only exception to this rule is emergency situations which are at the manager's/staff discretion. The market manager can be reached by phone at (757) 562-8506 or by email at [chuffman@franklinva.com](mailto:chuffman@franklinva.com).

**Space Assignments:**

Each vendor space under the pavilion is approximately 8'x12' (with room for one standard vehicle, i.e. pick-up truck). Spaces outside of the pavilion will be approximately 10'x10' (may include one standard vehicle). Vendors with vehicle requirements larger than a standard pick-up truck must notify the Market Manager for approval and space assignment. The remainder of space assignments will be on a first come first served basis. **The Market Manager will assign infrequent or new vendors with space after the full-season vendors are placed based on a waiting list.**

**Contact the Market Manager if you need to be absent, if you are running late or if you need assistance.**

**Displays:**

The Market Manager must approve all tents, canopies, pop-ups, umbrellas, signs and display items. In case of severe weather, adequate anchors/weights must be in place and vendors must respond to directions from the Market Manager. **The Market Manager will have the authority to cancel the Market for severe or inclement weather.**

**Vendors must keep their display of goods strictly within the confines of spaces assigned by the Market Manager.** At no time shall the safety or convenience of customers or vendors be compromised by a vendor's display.

**Vendors will clearly display prices of all items and post their farm name and location. It is recommended that vendors have copies of current licenses, certifications and inspections on hand where applicable during Market hours.**

**Eligibility:**

Local and regional growers/producers within a 75-mile radius of Franklin will be given priority. Vendors coming from farther than 75 miles must be approved by the Market Manager. Vendors must participate in the production of the products they sell. **No reselling of items bought from a retailer. Vendors may not purchase products from any retail market for resale.** The Market Manager has the right to inspect items prior to or on the day of sale to confirm their eligibility. Items for sale should fall into one of the following categories. **Wholesale produce not currently in season in our growing area may be sold, however, a receipt from the wholesale provider must be presented to the Market Manager prior to selling.**

**Grown or Landed Locally:**

1. Edible – any food item grown or raised (from weaning) locally by the vendor or fish or seafood caught or landed locally, including live animals commonly used as food. (examples – eggs, meat, fowl, nuts, herbs, all fresh fruits and vegetables)
2. Non-edible – all decorative or immature plant material. (examples – potted herbs and flowers, potted fruit-bearing plants and shrubs, cut flowers).

**Processed or Value-Added:**

The Market assumes that the items offered for sale will be distinctly different from their raw ingredients. Items may expressly **NOT** be purchased and repackaged to be sold at the Market.

1. Edible – foods processed by the vendor (examples – dried fruits or vegetables, baked goods, pasta, granola, jam/jelly, cider, vinegar, relishes, milk and milk products, cheese, honey (must be from local hives). All processed foods must be certified by the Virginia Department of Agriculture and Consumer Services.
2. Non-edible – nature related products (example – wreaths, dried flowers, soaps, scents, baskets, wool and other fiber products).

**Application Requirements:**

**All vendors must obtain a Farmer's Market Business License (\$10) and complete an application to participate in the Market and pay a (\$30) vendor fee per year for the maintenance and expenses of the Market. Both fees will be collected at the time of application at the Commissioner of the Revenue's office, located in Franklin City Hall.**

Producers must sign a Market and Hold Harmless Agreement before being allowed to sell any product(s). Many items are subject to USDA, Virginia Department of Agriculture and Consumer Services and/or Health Department regulations. It is the sole responsibility of

the producer/vendor to abide by these regulations. Vendors must contact these agencies for inspection and approval. Vendors are liable for their own products.

A copy of all required licenses should be filed with the vendor's application. Copies of land lease and/or partnership agreements must be included with application.

Neither the Tourism Manager, Market Manager, nor the City of Franklin will not be held liable for the products offered by vendors. Product liability insurance is the sole responsibility of the vendor.

The Market Manager will be on site during most operating hours and will have final say in all matters.

**The Market reserves the right to visit and inspect the vendor's farm, growing area, or processing facility. Visits are made to gather information for promoting the vendor and his/her products. Farms and kitchens may also be inspected to verify compliance with the producer and food safety inspections rules. Failure to permit an on-site visit may result in a suspension from the Market for a period not to exceed 30 days and will forfeit their site location. Vendors returning after a 30-day suspension will be subject to space availability at the time of their return.**

**SNAP/EBT, WIC or Senior Voucher Farmers Market Program:**

Vendors who are authorized to accept and redeem SNAP/EBT, WIC or Senior Vouchers are encouraged to do so. (Market Manager cannot redeem any coupons) Vendors must submit their own paperwork for above programs.

**Liability Insurance:**

Vendors who have their own liability insurance must include a copy with their application. \*\*The Market Manager, City of Franklin, and the Franklin Department of Tourism, or their agents are not liable for any loss or theft at the Market.

**Accident/Injury:**

Any accident or injury must be immediately reported to the Market Manager. 911 and/or Franklin Police must be notified if applicable. Anyone participating in the Market, whether vendor, customer or otherwise, attends at his or her own risk. Vendors will operate at their own risk and assume liability from the customer(s).

**Sales Tax:**

It is the sole responsibility of the individual vendor to collect and file all appropriate sales taxes.

**Market and "Hold Harmless" Agreement:**

This agreement means that the vendor verifies that all information is accurate and will hold the Market Manager, Volunteers harmless concerning product liability or other factors that relate specifically to the vendor's business practice.

**The following are prohibited without Market Manager approval during Market hours**

- \* Selling during a lightning storm
- \* Electrical/gas generators or propane burners
- \* Music (except personal players with headphones or earbuds)
- \* Damage to the pavement
- \* All vendor-owned domestic pets including cats and dogs
- \* Selling of any items bought from a retailer
- \* Processed foods not in compliance with Health Department and Virginia Department of Agriculture regulations
- \* The slaughtering of any animals on site
- \* Cooking within the Market area without prior approval by the Market Manager
- \* Distribution of religious or political campaign material
- \* Hawking will not be allowed
- \* No smoking in the Market area
- \* No alcoholic beverages sold or consumed in Market area

### **Vendor Responsibilities:**

Cleanup: Vendors are responsible for disposal of all trash and debris generated by their respective businesses. Failure to leave vendor space clean after each market may result in a suspension from the Market for a period not to exceed 30 days and will forfeit their site location. Vendors returning after a 30-day suspension will be subject to space availability at the time of their return.

### **Regulations:**

Vendors are responsible for all appropriate labelling, licenses, product inspections, weights, measures and pesticide rules. Accuracy of scales/weights is the responsibility of the vendor; however, the Market Manager reserves the right to check accuracy any time. At all times, items sold in the Market must meet requirements of all applicable health and sanitation codes, as well as local, state, and federal agricultural requirements. It is the sole responsibility of the vendor to ensure compliance. The vendor must cooperate with state inspections at the Market.

**Suggestions/Comments:** Vendors with suggestions or comments are encourage to submit written, signed statements to the Market Manager. If any issue is to arise, vendor meetings will be scheduled in person or through zoom/teams as an alternative.

### **Attendance:**

For a successful Market and to have continued patron support, it is vital for as many vendors as possible to be present at the Market place during advertised operational hours throughout the entire prime season (May-Oct), and participate on a regular basis. It is important for vendors to show the Market Manager professional courtesy by communicating their participation for each week's attendance at the Third Thursday, special events, and Saturday markets. **Vendors must be present at least two times per month on Saturday.** Guest vendors will be invited to participate in individual markets based on the discretion of the Market Manager.

## COMPLIANCE

The Market Manager will enforce all policies and procedures in the Market. The Market Manager and Tourism Manager will review any violations of these policies and procedures. Any vendor found not in compliance will be given verbal notice and if necessary, a written notice and may be subject to exclusion from participation in the Market for a period not to exceed 30 days and will forfeit their site location. Vendors returning after a 30-day suspension will be subject to space availability at the time of their return.

## RESOURCES

### **Sales Tax:**

It is each vendor's responsibility to comply with their own tax liability where applicable. The Market Manager, where possible, will assist you with locating the appropriate contact to resolve questions in reference to vendor tax liability.

### **Liability Insurance:**

Check with your insurance company to be certain that your liability insurance covers "off-farm sales".



**MARKET USE ONLY**

Date Received: \_\_\_\_\_

APPROVE/DENY: \_\_\_\_\_

Fee Received: \_\_\_\_\_

Space Number: \_\_\_\_\_

**2024 Vendor Application (Deadline April 1, 2024)**

Franklin Tourism will continue to accept applications after the deadline and throughout the market season. If vacancies become available, vendors will be selected at the discretion of Franklin Tourism. If there are no vacancies at the time an application is received, the applicant will be placed on a waiting list.

Please return this completed **NOTARIZED** application to:

Franklin Visitor Center  
ATTN: Franklin Market on Main  
120 North Main Street  
Franklin, Virginia 23851

Applicant Name \_\_\_\_\_

Business/Farm Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Farm Location \_\_\_\_\_ County/City \_\_\_\_\_

Daytime Phone \_\_\_\_\_ Evening Phone \_\_\_\_\_

Email \_\_\_\_\_ Distance from Market \_\_\_\_\_

Emergency Contact Name \_\_\_\_\_

Emergency Contact Number \_\_\_\_\_

Social Media with @ Handle \_\_\_\_\_

Business Type: Family Owned \_\_\_ Sole Proprietor \_\_\_ Partnership \_\_\_ Corporation \_\_\_ Other \_\_\_

Provide a copy of the following that apply to your business

Kitchen Certification/License \_\_\_ Organic Certificate \_\_\_ VA Finest Certificate \_\_\_

Lease/Partnership Agreements (Specify lease holder name) \_\_\_\_\_

Any Other Applicable Certifications/Licenses \_\_\_\_\_

**Farmers/Growers** (Please indicate the types of produce you offer)

Certified Organic       Virginia Grown       Certified Naturally Grown  
 Hydroponics       Free Range       Home-Grown  
 Pasture Raised       Other (Please specify) \_\_\_\_\_

**Vendor Category** (Please indicate the category you offer)

Food Artisan/Baked Goods       Bath and Body       Coffee/Specialty Drinks  
 Produce       Meat/Poultry       Seafood  
 Fresh Flowers/Plants/Shrubs       Jellies/Pickles/Honey       Art & Photography  
 Dairy/Cheese/Eggs       Handmade Crafts       Jewelry  
 Clothing and Accessories       Food Truck       Firewood  
 Other \_\_\_\_\_

Do you accept debit/credit cards? Yes  No

**Do you participate in either of the following?**

**Senior Farmer’s Market Nutrition Program:** Yes  No   
**SNAP/EBT Program:** Yes  No

**Check One:**

- I request a standard pavilion vendor space (8’x12’).  
 I request an exterior tent space (10’x10’). Must furnish own tent, tables, and chairs. Tent must be secured to ground on all four corners. (Any logo must be of representation of vendor’s business).  
 I request a food truck vendor space.

Circle the dates you plan to attend the Franklin Farmer’s Market for the 2024 Season

Saturdays: April 20<sup>th</sup>-November 16<sup>th</sup> 9am-12pm

Thursdays: June 20<sup>th</sup>, July 18<sup>th</sup>, August 15<sup>th</sup>, September 19<sup>th</sup> 4pm-7pm

Saturdays 9am-12pm								Thursdays (4-7pm)	
April	May	June	July	August	Sept	Oct	Nov	June	July
20	4	8	6	3	7	5	2	20	18
27	11	15	13	10	14	12	9	August 15	Sept 19
	18	22	20	17	21	19	16		
	24	29	27	24	28	26			
				31					



**FEES ARE DUE AT TIME OF APPLICATION APPROVAL**  
**(Make Checks Payable to Treasurer Office, City of Franklin)**

May we use your business name and/or photo in promotional advertisements? Yes \_\_\_\_\_ No \_\_\_\_\_

**Business Bio** (for promotional advertisements): Please describe your business:

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**Acknowledgement of Rules & Regulations**

Please initial next to each "X" identifying that you have read and understand the corresponding information.

X \_\_\_\_\_ All absences must be conveyed to the Market Manager or Tourism Manager by 3:00 pm the day before each market.

X \_\_\_\_\_ I understand that Franklin Market on Main/Franklin Tourism reviews all applications in an effort to limit product oversaturation – and that Franklin Market on Main is in no way obligated to accept my application. I recognize that the Market may approve and/or deny product(s) listed on my application.

X \_\_\_\_\_ I will adhere to all federal, state, city, and Market Covid-19 mandates that are in place.

X \_\_\_\_\_ It is the responsibility of each vendor to abide by all local, state, and federal regulations which govern the production, harvest, preparation, preservation, labeling or safety of products offered for sale. The City of Franklin will not be held liable for the products offered by vendors. Product liability insurance is the sole responsibility of the vendors. Vendors are liable for their own products.

X \_\_\_\_\_ Vendors will be solely responsible at all times for the cleanliness within their vending area. Each vendor is required to leave the space clean at the end of each Market.

X \_\_\_\_\_ Solicitation for products, services, employment or charitable contributions not specifically identified as a Market commodity is not permitted without permission of the Market Manager or Tourism Manager.

X \_\_\_\_\_ Vendors must be in attendance when scheduled and ready to conduct business by opening time and available for business until closing of the Market. Vendors who arrive late or leave prior to the close of the Market will not be considered for future Market events.

X \_\_\_\_\_ Vendors may not sublet or share booth space with other vendors.

X \_\_\_\_\_ No cooking is permitted on site without prior authorization by the Market Manager and/or Tourism Manager.

X \_\_\_\_\_ Gas/electric generators and propane burners are prohibited without prior authorization by the Market Manager and/or Tourism Manager.

X \_\_\_\_ Slaughtering or dressing of animals is prohibited.

X \_\_\_\_ The sale of live animals is prohibited.

X \_\_\_\_ Reselling of items bought from wholesalers or retailers is prohibited. (i.e. Mary Kay, Walmart, Target, etc.).

X \_\_\_\_ The Market promotes a family atmosphere. Profane language, gestures, illegal drugs, and alcoholic beverages are prohibited.

X \_\_\_\_ No person shall make a public outcry or engage in hawking.

X \_\_\_\_ Photographs and videos may be taken by the City of Franklin, the Market Manager, or the Tourism Manager for promotional purposes. Vendor must provide written permission to take photographs and/or videos of you and/or your products.

X \_\_\_\_ The Market on Main is not a forum for political or religious activities. A vendor space will not be issued to persons or organizations wishing to campaign, proselytize or gather signatures with regard to civic, political or social issues. Vendors at the Market should note that this covers their verbal discussions also.

X \_\_\_\_ Smoking is prohibited inside and around the pavilion.

X \_\_\_\_ Use of Styrofoam is highly discouraged at the Market in an effort to minimize environmental impacts and help increase environmental awareness.

X \_\_\_\_ Failure by a vendor to comply with any of these regulations will result in the forfeiture of participation.

X \_\_\_\_ All boxes/crates and larger trash items must be broken down before being placed in the trash bins.

X \_\_\_\_ Vendors will not be allowed access to their assigned space before 3:00 pm (Thursdays) or 8:00 am (Saturdays). Vendors arriving first should unload their product as quickly as possible (15 minutes or less) and move vehicles to a designated vendor parking space along the outer edge or back of the parking lot (unless special accommodations exist). Be mindful of other vendors needing space to unload.

X \_\_\_\_ Vendors arriving after 8:45 am on Saturday or 3:45 on Thursday without proper notification will be considered late. The Market Manager and/or Tourism Manager has the discretion to deny the vendor's participation for that day. Late arrivals without notice may be considered a regular absence or late call-outs depending on time of arrival and on a situational basis.

**Franklin's Market on Main  
2024 Market & Hold Harmless Agreement**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, between the undersigned Vendor and the City of Franklin Farmer's Market for the 2024 season. This agreement becomes effective when the Vendor's application for acceptance has been approved and the Market Manager has signed this agreement.

In exchange for permission to participate as a Vendor, the Vendor agrees to the following:

1. The Vendor will be bound by the published Policies and Procedures of the Market.
2. The Vendor acknowledges that admission to the Market as well as Market space assignments are made at the discretion of the Market Manager. This Agreement is not a guarantee by the Market that the Vendor will be permitted to sell at the Market throughout the planned season, nor is it a guarantee that the Market will operate for the entire planned season. Permission to participate may be revoked or suspended by the Market Manager as a result of violation of the Agreement.
3. The Vendor will attempt, in good faith, to resolve any disputes without resorting to litigation. The Vendor will limit any claim against the Market, its staff or agents, or its sponsoring organizations, resulting from a suspension or termination of permission to participate in the Market, or resulting from the Market ceasing operations, to a pro-rated refund of the annual application fee(s). If the Vendor does pursue litigation and is unsuccessful, the Vendor agrees to pay all cost incurred by the Market, its staff or agents, or its sponsoring organizations, in defending that claim including attorney's fees.
4. The Vendor will be responsible for all claims arising from its participation in the Market, including, without limitation, personal injury, property damage, and product liability, and agrees to save, defend, hold harmless and indemnify the Market Manager, Tourism Manager, City of Franklin, Franklin Department of Tourism, the Virginia Department of Agriculture, and all of their agents and staff, including those serving of the Franklin Farmer's Market Advisory Board, from and against any and all claims, loss, damage, injury, costs and charges, including court costs and attorney's fees, liability or exposure, however caused, resulting from, arising out of, or in any way connected with the Vendor's participation in the Market, Performance of Agreement, or obligations under the Market Policies and Procedures.
5. If available, the Vendor agrees to provide the Market with a certificate of general liability and property damage insurance, including products liability coverage, in the amount of at least \$300,000.00, naming the indemnities listed above as additional insured.

**Acknowledgement**

I certify that I have read and understand the above terms and conditions and that I meet the Vendor criteria stated therein. I further agree to abide by all Franklin's Market on Main policies and procedures as outlined above, as well as all federal, State and local laws, codes and regulations to cooperate with the Market, and to pay all required fees.

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Business Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

**Commonwealth of Virginia**  
**County/City of** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
by \_\_\_\_\_.

Seal

\_\_\_\_\_  
Notary Public's Signature

Notary's Registration Number: \_\_\_\_\_

My commission expires: \_\_\_\_\_