



Franklin's Market on Main Policies & Procedures

210 S. Main Street Franklin, Virginia 23851

**Welcome to the Franklin Farmer's Market
Co-sponsored by the City of Franklin
and the
Franklin Department of Parks and Recreation**

CONTACT

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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 (Farmers Market) is open year around to all participating vendors. Summer season will begin on Wednesday, May 27, 2020 from 4-7 pm and continues every Wednesday through September 4, 2019 and Saturdays June 1, 2019 from 9 am - 12:00 pm and continues every Saturday through October 5, 2020.

The Market is open year round, Monday through Saturday, 9:00 a.m. to 1:00 p.m. at vendor's discretion.

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.

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 is required to promote the family atmosphere of the Market.

Market Opening, Closing and Attendance:

Wednesday Market - The site will be available for set-up starting at 2:00 pm every Wednesday. Vendors or substitute vendors must be in attendance every Wednesday 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 spaces clean.

Saturday Market - The site will be available for set-up starting at 8:30 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.

Space Assignments:

Each vendor space under the pavilion is approximately 8' X 12' (with room for one standard vehicle, i.e. pick-up truck). Spaces outside of the pavilion will be approximately 10' X 20' (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.**

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 any 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:

Participation is open to local and regional growers/producers within a 75-mile radius of Franklin. 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, soap, scents, baskets, wool and other fiber products).

Application Requirements:

All vendors must obtain a [Farmers' 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 Revenue's office, located in Franklin City Hall](#), and sign a Market and Hold Harmless Agreement before being allowed to sell any product. 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 Market Management, Franklin Department of Parks and Recreation 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.

EBT and WIC Program Farmers' Market Coupons:

Vendors who are authorized to accept and redeem EBT Coupons are encouraged to do so. (Market Manager cannot redeem any coupons)

Liability Insurance:

Vendors who have their own liability insurance must include a copy with their application. **The Market Manager, Franklin Department of Parks and Recreation, and City of Franklin, 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 customers.

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 and 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 generators
- 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.

Regulations:

Vendors are responsible for all appropriate labeling, 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 encouraged to submit written, signed statements to the Market Manager.

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 Wednesday or Saturday markets. Guest vendors will be invited to participate in individual markets based on the discretion of the Market Manager. Off-Season (Nov-Feb) will be assigned by the Market manager on a first come first served basis based on application requests.

COMPLIANCE

The Market Manager will enforce all policies and procedures in the Market. The Market manager and Parks and Recreation Director 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".

FOOD SAFETY

Be proactive rather than reactive

For Specific Information, call:	
VDACS – Office of Marketing & Consumer Services – Gail Milteer	(757) 653-2010 gail.milteer@vdacs.virginia.gov
VDACS – Office of Food Safety Anne Magee	804-225-4536
VDACS – Office of Dairy & Foods Keith Jordan	(757) 363-3840 keith.jordan@vdacs.virginia.gov
VDACS – Retail & Wholesale Monthly Pricing – Market News	www.vdacs.virginia.gov/marketnews
VDACS – Office of Weights & Measures Wayne Roach	(434) 446-3095 wayne.roach@vdacs.virginia.gov
VDH – Virginia Dept. of Health Charlotte Brayman	(757) 653-3321 charlotte.brayman@vdh.virginia.gov
City Of Franklin- Parks and Recreation	(757) 562-2475 sbailey@franklinva.com
City of Franklin- Commissioner of Revenue	(757) 562-8547 mwiggins@franklinva.com

Protect – Sanitize – Label

Each vendor must abide by all local, state, and federal regulations, which govern the production, harvest, preparation, preservation, labeling or safety of products offered for sale at the Market. Vendors are liable for their own products.

- Refer to VDACS *A Food Safety Guide for Farmers' Markets* booklet for individual product details.
- A copy of all applicable permits, including those from the health department, VDACS, or appropriate inspector of the county where the products originate must be included with this application and available at the Market.
- Scales and thermometers (in each unit) must be used and kept accurate.
- Ice (drainable) or other means must be used to maintain required temperatures.
- Produce must be displayed at least two (2) feet off the ground.
- All products must be protected from dust, flies, rain, and animals.

**Franklin's Market On Main
2020 Market & Hold Harmless Agreement**

This Agreement is made this _____ day of _____, 2020, between the undersigned Vendor and the Franklin's Market on Main ("the Market") for the 2020 season (May 2020 – October 2020). 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 this 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 costs 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, City of Franklin, Franklin Department of Parks and Recreation, the Virginia Department of Agriculture, and all of their agents and staff, including those serving of the Franklin Farmers' Market, 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.

NAME OF BUSINESS: _____

VENDOR

PARTNER

ACCEPTED this _____ **day of** _____, 2020.

FRANKLIN'S MARKET ON MAIN

By: _____

Karen Cobb, Market Manager