

City of Franklin Farmers Market  
Policies & Procedures  
210 S. Main Street Franklin, Virginia 23851

**Department of Parks and Recreation**

**CONTACT**

**Karen Cobb, Market Manager**

**Phone:** (757)613-0104

**Email:** franklinvamarkeonmain@gmail.com

**Sammara Green-Bailey, Director**

Department of Parks & Recreation

**Phone:** (757)562-2475

**Email:** sbailey@franklinva.com

**MARKET OBJECTIVES:**

- \* Provide a venue for area growers to sell their locally grown produce and products, while supporting our Agricultural community.
- \* Engage with local businesses and organizations to promote a healthier and more civic minded community.
- \* Educate the public where their food comes from, how it is grown and the benefits of buying locally grown produce & products.

**MARKET DATES & SITES:**

City of Franklin Farmers Market is open year round.  
Saturday hours are from 9 am until 12 noon.

Wednesday afternoon Market is open from the Wednesday after Memorial Day until the Wednesday after Labor Day. Hours are from 4 p.m. until 7 p.m.

The Market location includes paved sites under a pavilion, as well as the unpaved site surrounding the pavilion. The Market is located at 210 S. Main Street in downtown Franklin next to the Franklin Depot Visitor Center. Full Season vendors will be assigned preferred site locations first.

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 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 be available for business until the Market closes. Leaving early is prohibited without approval by the Market Manager.** 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 8:00 am every Saturday. Vendors **or substitute vendors** must be in attendance **every Saturday** ready to sell by 9:00 am. **And be available for business until the Market closes. Leaving early is prohibited without approval by the Market Manager.** 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 with table at 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 will 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.** Vendors should turn in copies of licenses, certifications and inspections to the Market Manager and will be kept in their file.

## **ELIGIBILITY:**

Participation is open to local and regional growers/producers, harvesters bakers and makers of prepared food, within a 75-mile radius of Franklin. Vendors coming from farther than 75 miles must be approved by the market manager. No reselling of items bought from a retailer is allowed. The Market Manager has the right to inspect items prior to, or on, the day of sale to confirm their eligibility. The Market strives to be a producers-only market, however wholesale produce not currently in season in our growing area may be sold. A receipt from the wholesale provider must be presented to the market manager prior to selling. **Vendors may not purchase any products from a retail market for resale.**

### **Grown or Landed Locally:**

1. Edible: Any food item grown or raised (from weaning) locally by the vendor. 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:**

Items may expressly **NOT be** purchased from retail source and repackaged sold at the Market.

1. Edible: Foods processed by the vendor (examples: dried fruits, 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 VDACS.
2. Non-edible nature related products (examples: wreaths, dried flowers, Soap, scents, baskets, wool and other fiber products)

## **APPLICATION REQUIREMENTS:**

All vendors must obtain a Market Business License (\$10) and complete an application at the Commissioner of Revenue office, located in Franklin City Hall, and sign a Market and Hold Harmless Agreement before being allowed to sell any product. A flat rate (\$30) vendor fee per year for the Vendor space is payable to the Franklin City Farmers Market and will be collected by the Market Manager.

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 contact list is provided.**

**A copy of all required licenses should be filed with the vendor's application. The Market and the City of Franklin will not be held liable for the products offered by vendors. Product liability insurance is encouraged and 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/ SFMNP Coupons:**

Vendors who are authorized to accept and redeem EBT or SFMNP Coupons are encouraged to apply and use these programs.

**Liability Insurance:** Vendors should have their own liability insurance must include a copy with their application.

The Market Manager, City of Franklin, Department of Parks & Recreation, 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, Volunteers and City of Franklin, 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 VDACS 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 at 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.

## **COMPLIANCE:**

The Market Manager will enforce all policies and procedures in the Market. The Market manager and Director of Parks and Recreation will review any violations of these policies and procedures. Anyone 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 of 30 days and will forfeit their site location.

**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 question in reference to vendor tax liability.

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

**Labeling:** 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.

- 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 off the ground.
- All products must be protected from dust, flies, rain, and animals.
- All products must be labeled correctly.
- Contact numbers are provided to vendors for VDACS, VCE, Health Department and VAFMA.

**Franklin Farmers Market**

**2021 Market & Hold Harmless Agreement**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, between the undersigned Vendor and the Franklin Farmers’ Market for the 2021 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 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, the VDACS, and all of their agents and staff, 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

**ACCEPTED this:** \_\_\_\_\_ **day of** \_\_\_\_\_, **2021**

**FRANKLIN FARMERS MARKET**

**By:** \_\_\_\_\_  
Karen Cobb, Market Manager

**Franklin Farmers Market  
2021 Application**

Please notify Market Manager of changes/additions to this form.

**Farm/Business Owner(s)** \_\_\_\_\_

**Farm/Business Name:** \_\_\_\_\_ **Date Began** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Farm/Business Address:** \_\_\_\_\_ **City/County** \_\_\_\_\_

**Phones: Business:** \_\_\_\_\_ **Cell:** \_\_\_\_\_ **Home:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_ **Distance From Market:** \_\_\_\_\_

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

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**Check items to be sold at market:**

\_\_\_ Produce      \_\_\_ Eggs      \_\_\_ Honey      \_\_\_ Home-canned goods  
\_\_\_ Plants      \_\_\_ Crafts      \_\_\_ Firewood      \_\_\_ Baked Goods  
\_\_\_ Cider      \_\_\_ Seafood      \_\_\_ Cured meats      \_\_\_ Cut Flowers  
\_\_\_ Other: \_\_\_\_\_

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**Markets You Plan to Attend:**

**Full Season** \_\_\_\_\_ **Monthly** \_\_\_\_\_ **Daily** \_\_\_\_\_

**May we use your business name and/or photo in promotional campaigns?**

No \_\_\_\_\_  Yes \_\_\_\_\_

**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's name) \_\_\_\_\_

Any other applicable Certificates/Licenses \_\_\_\_\_

Signed: \_\_\_\_\_

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

(Signature implies intent to comply with all policies and procedures of the Farmers Market)