



## **Nourishing Our Community**

The mission of the Broadway Farmers Market is to promote the exchange of fresh, quality, local food and agricultural products between the agricultural producers of Rockingham County and its residents and visitors for the purpose of supporting local growers, providing a quality product to consumers, and supporting sustainable agriculture and downtown revitalization.

# Market Rules of the Broadway Farmers' Market – 2016 Season

## Dates of the Market:

The Broadway Farmers Market will open for seasonal operation on the Saturday before Mother's Day (May 7th, 2016), and the last day of operation will be the first Saturday in November (November 5th, 2016). There will also be a Holiday Market in November. The Market is open rain or shine.

## Times for Market Sales:

The Market will open at 08:00 am and close at 12:00 pm. Vendors must arrive in time to be ready to sell at the official opening time. No sales are permitted before the opening time. The Market Manager will supervise opening and closing of the Market.

## Location of Market:

The Broadway Farmers Market will operate on the Veteran's Memorial Park/lot at 161 S Main Street, at the intersection with Rock Street.

## Producer-only Rules and Exceptions:

All products displayed for sale must be produced by the vendor who sells them. The only exception is when the Market lacks a product that is needed, in which case the vendor can purchase that product from another **local** producer as a supplement under a provisional agreement, and proof of purchase must be shown. Such local supplementary products must be clearly labeled as to their place of origin. The Market Manager will supervise each provisional arrangement and will keep records. Once another producer-vendor is found for that product, the supplement vendor must stop the provisional agreement and subsequent sales of that product. Resale of any other items purchased by a vendor will not be permitted.

- A) **Vendor:** Defined as the actual producing individual, immediate family member, another producer member of the Market, or employee of the producing individual's farm or operation.
- B) **Full-Time Vendor:** scheduled for every Saturday of the Market Season, paying a membership fee that covers their vendor spot for the full Season.
- C) **Part-Time Vendor:** scheduled for every other Saturday of the Market Season, paying half the membership fee that covers their vendor spot for half the days.
- D) **Specialty Vendor:** a vendor who does not pay a membership fee, and only attends for a select few special events, such as the Holiday Market.

- E) **Local:** Defined as produced within 50 miles of Broadway.
- F) **Allowable products:** Vendors shall submit a product plan with their application at the beginning of each Season, indicating the crops/products they plan to grow or produce for sale at the Market. The following products are permitted for sale:

• Fruits	• Red meat	• Wool/fleeces
• Vegetables	• Poultry	• Approved producer-made crafts (defined as created with vendor's own hands)
• Herbs	• Dairy products	• Home-made Soaps
• Flowers	• Bedding plants	• Value-Added Products
• Ornamental produce	• Potted plants	• Pickles, Sauces, Salsas
• Honey/Maple syrup	• Baked goods	• Home-made knit, crochet and like items
• Eggs	• Jams/Preserves	

The display and sale of all products must conform to rules and regulations established by the Virginia Department of Agriculture. **All meats and dairy products must be processed, stored, and sold according to state and federal guidelines.**

### **Membership:**

All persons intending to sell at the Broadway Farmers Market must, prior to participation in the Market, file a vendor application each year with the Market Manager. This document requires the grower/producer to:

- A) Verify that she/he/they are the actual producers of the specified items which they intend to sell
- B) List business/farm name and contact information for farm/home/office.

Additional vendors will be added to the Market at the beginning of each Season, as needed or as space allows, provided that the new vendor agrees to the rules and regulations. For a new Season, previous full-year members in good standing will receive first priority, followed by late joiners in good standing, followed by applicants in the chronological order of their application date.

### **Membership Fees:**

- A) Memberships are charged per vendor, per year for participation in the Market. This fee is NOT a fee just for a vendor space, though it does include a space fee. The fee also helps cover the operating costs of running the Market, including fees incurred with state

inspection of the Market. Vendors charged with a violation during inspection will be billed by the Market for the extra violation fee charged by VDACS.

- B) The membership fee includes admission to the Autumn Days Craft festival and the Holiday Market. Membership allows vendors to attend meetings, vote on issues, and have an impact in how their Market is operated.
- C) Annual membership for a full time vendor is \$65.00.
- D) Annual membership for a part time vendor is \$35.00.
- E) Vendors joining after mid-Season will be charged a pro-rated fee, decided by the Market Manager. Fees are non-refundable, regardless of the number of days a vendor is actually present at the Market.
- F) Vendors attending for a single special event will be charged a space fee of \$15.
- G) New vendors will be permitted to attend one (1) Market day as a trial after filling out an application and meeting with the Market Manager. At the end of the day, the vendor can either make full payment to the Market Manager to continue the Market Season or withdraw and pay nothing.
- H) All membership fees must be paid by the second Saturday of the Season, or the Saturday after a trial day, no exceptions. Fees will not be refunded for absences, or for voluntary withdrawal prior to the end of the season.
- I) Returned check fee: first occurrence charges the vendor \$35. Second is a charge of \$50. both the fee and the entire membership cost must be paid in cash before the vendor may return to the Market.

### **Market Manager:**

The Market Manager is a paid position employed by the town of Broadway. The Manager will man an information booth at the Market and will be available to assist vendors and customers.

The duties of this position are as follows:

- A) Record attendance and keep a brief log of Market sales.
- B) Submit a written report to the Town Manager and the Broadway Hometown Partnership at the end of the Season.
- C) Reserve assigned space for vendors and reassign space in the event of absences or late arrivals.
- D) Monitor the customer parking situation and resolve conflicts that may arise.
- E) Resolve minor disputes between vendors and/or customers.

- F) Enforce Market rules and report alleged violations, in writing, to the Town.
- G) Approve and book community space as available.
- H) Conduct on-site inspections of farms, kitchens or other spaces.
- I) Convene vendors for brief meetings as necessary.

**External regulations:**

Vendors are responsible for compliance with applicable city, county, state and federal regulations, such as (but not limited to):

- A) Agricultural business license
- B) Pesticide licensing and safe use
- C) Approval seal of Weights and Measures on all scales
- D) State sales tax collected and reported as required
- E) Organic certification on claimed products as required
- F) Food safety, sanitation, health permits, and labeling requirements pertaining to the items for sale (eg: “NOT FOR RESALE - PROCESSED AND PREPARED WITHOUT STATE INSPECTION” (Honey products must also include “Do Not Feed Honey to Infants Under One Year Old”)
- G) Meat vendors must have proof of USDA Inspection and a current manufacturer’s license/ permit. This must be submitted along with the application for membership.
- H) Home-canned food vendors must test for an equilibrium pH value of 4.6 or lower with an electronic pH meter.

**Food Safety:**

Please refer to the handout, “Going to Market, A Guide to Selling Raw, Processed and Prepared Food Products from Your Home, at Farmers Markets, Stores & Roadside Stands”. All vendors must abide by the food safety regulations that pertain to the specific items they have for sale. VDACS Inspection reports must be kept on-hand at the Market.

- A) All products must be correctly labeled.
- B) Frozen products must be kept at 41°F or lower. If products are stored on ice, they must be drained often.
- C) Eggs must be kept at 45°F or lower.
- D) Samples must be prepared off-site in a state-inspected kitchen, or on site with proper food handling procedures. Cut fruit and vegetable samples considered TCS Foods must be

kept at 41°F or lower (meat, dairy, eggs, mushrooms, melon, tomatoes, leafy greens and cooked rice, beans and vegetables)

- E) Baked goods must be kept under cover to protect from environmental contaminants such as insects and dirt.
- F) Baked goods samples must be prepared in advance in an inspected facility, cut to sample size with toothpicks inserted into each portion, and wrapped in food safe wrapping.
- G) On-Site Food Service Vendors must abide by VDACS Food Service Safety requirements (including utensil and hand washing stations, overhead food protection, and safe preparation/handling) and are subject to on-site inspection at the Market.

**Signage:**

- A) Signs identifying the name and location of the vendor's business must be posted before sales begin.
- B) Signs, boards, tags, or labels listing prices of all products for sale must be posted prior to the beginning of sales.
- C) Producers selling products they refer to as 'certified organic' must display a sign giving their organic grower's certification and their certifying body, unless exempt from certification due to small scale of operation.
- D) Producers should clearly separate and label organic and non-organic products in the same display.

**Space and parking designation:**

- A) The Market Manager will determine space and parking designations on the first day of the Market Season, but may reassign spaces in the event of absences or late arrivals.
- B) Vendors may unload vehicles up until 7:45, at which time all vehicles must be off the Market lot. Vendors may park at the lot adjacent to the Market, but not on the roadway in front of the Market lot.
- C) Vendor spaces are typically 10'X10', but may vary to accommodate equipment, please contact the Market Manager if you need an odd shaped space. Vendors needing two spaces will be charged an additional space fee.
- D) Vendors' tables, canopies, and produce on display shall not protrude into neighboring vendor spaces, or into the corridor designated for pedestrian traffic.
- E) Spaces may not be shared or sub-let.

- F) Electrical sources are limited and must be arranged in advance with the Market Manager. If a vendor is approved to use electricity, it is their responsibility to bring a heavy-duty extension cord (50 ft recommended).

**Clean-up:**

Vendors must clean-up the area around their trucks and sales area before leaving the site each Market day.

**Public safety:**

Shade structures shall be secured to the ground via clearly-marked blocks, sandbags, or other heavy objects in order to prevent damage to products and injury to others.

**Market behavior:**

Vendors are independent entrepreneurs with a common stake in creating a vibrant Marketplace. Activities which appear outside the range of normal sales practices can be respectfully questioned by other vendors. The Market Manager will assist in finding a resolution. If this fails, the Broadway Hometown Partnership board of directors will conduct a vote if requested. When a vote on an alleged ‘abnormal activity’ favors a change in a vendor’s practices, the vendor in question must comply. ‘Abnormal activities’ include but are not limited to:

- A) Unsafe conditions or hazards in and around sales area.
- B) A stand or display which impedes access to other vendors.
- C) Radical price-cutting of top quality products. Poor quality, or over-ripe, or canning quality products must be labeled as such and can then be sold at a discounted price.
- D) Condition of sales area, products, or vendor behavior that detracts from the Market’s appearance, overall quality, or reputation.

**Other rules for vendors include:**

- A) Arrive on - time and be ready to sell by 8 am (no sales before 8am).
- B) Be present for all days of the season committed to in the original application. If unable to attend due to emergency or illness, notify the Market Manager by phone or text message as soon as it is decided not to attend.
- C) No smoking in vendor stalls or on the Market lot
- D) Trash, including produce debris and food items must be swept up and disposed of in the town allowed trash receptacle after each Market.
- E) Vendors lacking legal scales with state permit stickers shall sell by the piece or quantity, or weigh and package items at home for sale “by the package”

### **Rule Violation Policy:**

Violation of any of the rules and regulations or policies laid out in this or future notices will be handled as follows:

- 1) First violation results in a verbal warning, which may be issued by the Market Manager.
- 2) Second violation results in a written warning issued by the Manager.
- 3) Third violation results in expulsion from the Market without refund for the day.
- 4) Fourth violation results in expulsion without refund for the remainder of the Season.

### **Educational and community activities:**

One space will be made available free of charge for educational activities relating to sustainable agriculture or non-profit, community groups. This space will be made available on a first-come, first-serve basis, but must be approved and booked with the Market Manager in advance.

### **Farmers Market Rules: Fair, Simple, Enforceable and Legal**

Market rules don't exist to serve as monuments to legal requirements but to serve the needs of the market and the participating vendors and customers.

This set of rules is a legal contract that creates enforceable obligations for all parties involved. It is intended to create predictability in operation, uniformity in expectation, and consistency in application. However, the implementation of rules will not be overly officious. There will be flexibility from the judgement and discretion of the Market Manager.

The rules will be reviewed and amended as needed, but no less than annually. The Market Manager will be responsible for this review, and shall submit the amended document to the Broadway Hometown Partnership, and to the vendors for discussion and final review.