Vendor Application 2019 For Treasurer use only

Abingdon Farmers Market Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

‘Always Fresh, Always Local’ Amnt paid in Cash\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Market Manager 276-698-1434 Check # and amnt\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[abingdonmarket@gmail.com](mailto:abingdonmarket@gmail.com)

[www.abingdonfamersmarket.com](http://www.abingdonfamersmarket.com)

*All items for sale at the AFM must be locally produced. The use of as many locally produced ingredients as possible is strongly encouraged in all baked goods, beverages and other prepared foods. Items not raised by the vendor, their family, or employees at addresses listed below must have written approval for sale by the Market Manager/Steering Committee. The producer must also be clearly labeled at the point of sale.*

**Items may not be purchased elsewhere for resale at the Abingdon Farmers Market.**

**Name(s):**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

**All Address(es) where you grow/make your products:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**County: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Home Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Work Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Check below to opt in:

□ The AFM may share my contact information with other AFM vendors.

□ The AFM may share my contact information with AFM patrons.

**Primary Products:** Due to limited space, the AFM maintains a specific number of vendors in each of the following categories. Please list the MAIN product(s) that you intend to bring to market and check the category below that best applies. Refer to 2019 Market Rules for guidance on vendor categories.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

□ **Farm Products** □ **Prepared Foods** □ **Arts & Crafts**

*\*Please understand that vendor product mixes are observed throughout the season. Changes in your primary/any additional product ratio could result in a change in your vendor status.*

**Have you previously vended at the AFM?** □ **Yes** □ **No**

**Space Location:** Due to high demand and limited space, the Market Manager will do their best to place you.

Do you have special needs (handicap access, electricity, water, etc.)?

please explain:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Fees:**

\_\_\_\_ $25 Membership Fee

\_\_\_\_ $75 Monthly, any space (any consecutive 4-wk period, Saturdays and Tues)

\_\_\_\_ $25 Weekly, any space ( any consecutive Tuesday and Saturday)]

\_\_\_\_ $15 Daily, any space (setting up for one Saturday OR Tuesday)

$\_\_\_\_\_\_\_ Total Enclosed

By signing this application and paying fees, I agree that I have read and agree to abide by all the policies and rules set forth in the Abingdon Farmers Market Rules 2019.

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

Return completed application with payment by mail or in person at market. If completing an online application, payment may be mailed to below address, or given to market manager.

Abingdon Farmers Market

P.O. Box 526

Abingdon, VA 24212

Thank you for your efforts to continue to make AFM a great farmers market for our vendors and customers! You will receive an answer about your request with your space assignment letter as quickly as possible. If you have any questions, please contact our Market Manager at 276-698-1434, or Email [abingdonmarket@gmail.com](mailto:abingdonmarket@gmail.com)

**Abingdon Farmers Market Rules 2019**

David McLeish, Market Manager 276-698-1434

[abingdonmarket@gmail.com](mailto:abingdonmarket@gmail.com), [www.abingdonfamersmarket.com](http://www.abingdonfamersmarket.com)

**Vendor Categories:** In fulfillment of its mission, the AFM strives to maintain the following ratio of vendors at the Market: Farm Products (70%) Prepared Foods (15%) and Arts/Crafts (15%). See below for a description of items allowed in each category:

**Farm Products:** Products grown, raised, or produced through agricultural activity, such as fruits, vegetables, plants, flowers, seeds, or animal products, including prepared foods and craft items made primarily from farm-raised or wildcrafted items.

**Prepared Foods:** Homemade, made from scratch, edible items including hot meals, candy, baked goods, jams, jellies, canned foods and beverages. Use of as many locally produced ingredients as possible is strongly encouraged.

**Arts/Crafts:** Non-edible handmade items such as carving, artwork, jewelry, soaps, lotions, wreaths, etc. Use of local materials is strongly encouraged.

**General rules for all vendors:** 1. From their written application and previous market history, each AFM vendor is placed into the category that best represents that vendor’s primary product(s) at Market. The majority of items brought to market over the entire season should reflect that primary category. The Market Manager will monitor these categories over the course of the season and reserve the right to re-categorize any vendors who have changed their primary products.

2. Items may not be purchased elsewhere for resale at the Abingdon Farmers Market.

3. Items not produced by the vendor, their family, or employees (as employees for your business) must have written approval for sale from the Market Manager/Steering Committee. The producer of the item must be clearly labeled at the point of sale.

4. Farm Vendors are required to clearly label products they did not grow including but not limited to prepared and wildcrafted foods. All vendors are strongly encouraged to label non-farm products that used locally grown goods.

5. Compliance with all Health Department and Department of Agriculture guidelines and restrictions is the sole responsibility of each vendor, such as meat and egg temperature, organic labeling, etc. Upon request, vendors must demonstrate to the AFM Market Manager their compliance with all guidelines. All vendors who are planning to sell prepared food should contact Chris Salyer of the Virginia Department of Agriculture and Consumer Safety to discuss compliance with current inspection requirements. 276-220-3210 or [Christopher.Salyer@vdacs.virginia.gov](file:///C:\Users\Administrator\AppData\Downloads\_blank)

Virginia’s Cottage Food Law lists prepared foods which may be sold at Farmers Markets without inspection:

<http://lis.virginia.gov/cgi-bin/legp604.exe?131+ful+CHAP0285+pdf>

6. Meats must be processed in a USDA inspected facility and have a Dept. of Agriculture stamp, except poultry and other meats exempted by VA law. All meat inspections are the responsibility of the vendor.

7. On behalf of the Steering Committee, the Market Manager has authority to inspect the origin of items sold at the Market to ensure that such sales conform to Market Rules. All vendors are subject to an on-site visit to verify local production at any point during the market season, including all sites of production. Routine farm visits are also ongoing, with the goal of visiting each farm every 2-3 years.

8. Any incident(s) of rule violation may be dealt with via the:

---AFM Vendor Incident Form, filed by manager, with reply by vendor.

---AFM Vendor Complaint/Suggestion form, to be completed by both parties, and mediated by the manager (and others as requested.) Vendors involved in either of these processes have rights of appeal to the entire Steering Committee, after completion of the form and process above.

**Operations:** 1. Saturday Regular Season Market will operate from the 1st Saturday in April through October. Tuesday Market runs 1st Tuesday in April through September. At the Abingdon Market Pavilion on Remsburg Drive in Abingdon. Hours of operation will be each Saturday from 8:00 a.m. – 1:00 p.m. and each Tuesday afternoon from 3:00 – 6:00 p.m.

2. The AFM Holiday Market will begin the first Saturday in November (Daylight Savings Time change) and run through the Saturday prior to Christmas, from 10:00 a.m. – noon. All AFM rules still apply.

3. The AFM Winter Market is open the first and third Saturdays of Jan, Feb and March. From 10 a.m. – noon. All AFM rules still apply.

4. Vendors will have access to the Market one (1) hour prior to the opening time for the purpose of unloading and setting up merchandise, and they must exit the premises no later than one half hour [1/2] after the closing time. Several times each year vendors are asked to leave at closing time or soon after to accommodate other scheduled events at the Abingdon Market Pavilion.

5. No sales may be made prior to the official market opening time.

**Fees:**

Application Fee (one-time fee to be paid with each application) $ 25

Full season (34 weeks, includes Saturdays and Tuesdays,

due by first Monday in Dec.)

* 1. Section A: rear of pavilion, includes one (1) parking space at booth $300
  2. Section B: front side of pavilion, 10 ft space $180
  3. Section B: front side of pavilion, 6.7 ft space $145
  4. Section C: spaces along new brick walkway $150
  5. Full Season, Tuesday only 75% of above fees

*Monthly*, any space (any consecutive 4-wk period, Saturdays and Tues) $75

*Weekly*, any space (any consecutive Sat then Tues OR Tues then Sat) $25

*Daily*, any space (setting up for one Saturday OR Tuesday) $15

Returned check fee: $35

1. It is the sole responsibility of the vendor to make sure his/her fees are paid on time.

1. Full season vendors must pay $25 with their application, due by first Monday in Dec, then a minimum of $75 due by the third Saturday in Jan. Any remaining fees are due no later than first Saturday market in July.
2. Full season fees include access to Holiday and Winter Markets.

**Sales Tax:**

Virginia State Law requires all vendors to register with the Virginia Department of Taxation, and to collect and report sales taxes. Information and applications can be obtained from the Virginia Department of Taxation, PO Box 1114, Richmond, VA 23218-1114. [www.tax.virginia.gov](file:///C:\Users\Administrator\AppData\Downloads\www.tax.virginia.gov) Phone 804.440.2541. It is the responsibility of the individual vendor to comply with tax requirements.

**Lease Agreements and Assignment of Space:**

1. Full season vendors will be assigned regular spaces at the Market by the AFM Steering Committee, all vendors are urged to attend and take part in this February meeting. All other available spaces shall be assigned by the Market Manager. In assigning full season spaces points are assigned for:

**Location:** **2** pts Washington County, VA

**Market Tenure:** **1** pt /year of tenure since 2007

**1** additional pt if Saturday season vendor in 2018 [for 75% of the regular season]

**2** more pts if Tues season vendor in 2018 [for 75% of the regular season]

**1** additional pt for 75% attendance at Holiday and Winter Markets, previous year

Note: 2019 Season points will be based on

Saturdays 75% of regular season April – October

Tuesdays 75% of regular season May – September [April attendance will be counted towards the 75%]

**Rules violations:** 1 pt deducted for each major infraction of rules in 2018. Pursuant to Vendor Incident and Vendor Complaint processes, to ensure due process for all involved.

1.Vending space size will be either 10’x10’ or 6.7’x10’. Regardless of width of space, a 10 foot aisle down the middle of the pavilion must be kept clear of produce or display items for pedestrian/customer use at all times.

2. A shared lease is welcomed, but all parties must submit an application and pay fees. Subleasing of spaces is not allowed.

3. The Market Manager, on behalf of the Steering Committee, reserves the right to cancel any lease, and to change space allocations when it is considered to be in the best interest of the Market operation.

4. Vendors should be on-site and ready to sell no later than the start of market. If running late, any paid vendor may reserve his/her spot by contacting the Market Manager a half hour before market opening. If unable to attend any market date, please give the Market Manager as much advance notice as possible, at least one hour before market opening. So that another vendor has time to set up in that space. *Failure to observe these policies will result in warnings from the AFM Manager. After a written warning for ‘no-shows’, the Manager has the right to assign an empty space to another vendor on any given market day. A vendor arriving late, without advance notice as above, may be assigned another space that day as available.*

5. Both full season and monthly vendors must attend and sell from their assigned space most of the season or risk losing their assigned space (unless notifying the Market Manager in advance).

6. All vendors shall be held responsible for the actions of their employees, agents, or persons working in concert with their stand.

**The AFM Steering Committee has the authority to terminate the lease of any vendor who fails to comply with the rules and regulations of the Abingdon Farmers Market.**

**Town of Abingdon Market Pavilion Rules (This part handed out in packet, for Apr. educational/training meeting.)**

**Sanitation, Health and Safety:**

1. Vendors are responsible for the collection and removal of all refuse generated from sales and activity at their space, leaving it reasonably clean.

2. It is unlawful to sell open containers or consume alcoholic beverages on the Market property.

3. Vendors must keep all merchandise, refuse and personal property within the defined space allocated in their rental agreements.

4. No vendor shall permit seepage or leakage of water or fluids from any part of their space into the public areas or other vendors’ spaces.

5. Children under 14 years of age must be supervised by an adult at the Market. Bicycles, scooters, skateboards and other similar devices are prohibited in the Market pavilion at all times.

6. Vendors may not bring live animals for sale onto Market property except as provided by State or Federal laws (i.e. hearing, guide and service animals).

7. Vendors are responsible for the individual safeguarding of their products, supplies and money. The AFM or Town of Abingdon is not responsible for loss or theft.

8. Vendor (lessee), by signing the Vendor Application, agrees to protect and hold the AFM (leaser) and the Town of Abingdon harmless and to indemnify the leaser from any and all claims, demands, suits, actions, judgments and recoveries for or on account of damage, theft or injury (including death) to property or person occurring as a result of lessee’s use of the leased property and any other cause whatsoever.

9. Dogs are not allowed at Market, except for service dogs.

**Structural:**

1. Vendors must provide their own equipment and any set-up materials for display of items.
2. No vendor shall be allowed to make any changes or alterations to their assigned spaces without permission from the Market Manager.
3. Use of electricity and water is by request on the vendor application, and is made available by the AMP Facility Manager. Electricity and water shall be turned off before the Facility Manager leaves.
4. No vendor shall erect an additional structure at the market without permission from the Market Manager.
5. Any needed repairs, hazardous conditions or problems in the Market area should be reported to the Market Manager. Persons causing damage to the pavilion structure or landscaping may be held financially liable for the cost of repair or replacement.
6. No extension cords across pathways.

**General:**

1. Proper dress and an orderly space will be expected from all vendors. Proper language for a family atmosphere will be required.
2. It is the responsibility of vendors to satisfy customer complaints. The Market Manager, in consultation with Steering Committee, may cancel a vendor’s lease in the case of multiple customer complaints or if vendor activity jeopardizes the smooth running of the Market.
3. No person shall make a public outcry, do “hawking” or give any musical or other entertainment for the purpose of drawing customers or attracting attention.
4. Item prices are suggested to be within the average range of other like items at the AFM. Samples given should be limited to small “tastes” with respect to other vendors selling the same items.
5. All vendor signage must be contained within the vendor’s assigned rental space.
6. No open flames (grills) are permitted on Market property without the prior approval of the Facility Manager.

**Parking:**

1. Vendor spaces will be assigned and reserved for their use only. Vendors are not permitted to park overnight at the market pavilion. Only the assigned vendor may park and sell from their reserved space. Only one (1) vehicle per vendor space behind the market pavilion.
2. All vehicles must enter and leave the Market area through the provided entrances and exits. Vendors will be expected to respect the parking regulations established by the Town of Abingdon and to park in such a way as to keep Market traffic lanes open for travel. This will be enforced by the Market Manager and Facility Manager.
3. To facilitate bulk purchases, customers or their vendors may request temporary parking passes, available from the Market or Facility Managers*.*
4. Each vendor must drive in a careful manner and at a rate of speed that does not endanger the property or persons in and around the Market.
5. Handicap parking is available by request in the rear of the property.
6. Any vendor not parked at an “A” vendor space must park across Remsburg Drive from the Market Pavilion. Please park closer to Main Street in the town or bank parking lots, thereby reserving for our customers those spaces closest to the market.