



Blacksburg Farmers Market 2018/19 Vendor Regulations

1. Introduction

- a)** The Blacksburg Farmers Market is a producer-only market. A producer grows, raises, and/or makes what they sell. A producer includes the immediate family of the vendor and the vendor's employees.
- b)** Although the vendors at the market operate their own individual booths and businesses, it is the cooperative effort of all vendors at the market that makes the market function smoothly and successfully for all involved.

2. Management

- a)** The governing body of the Blacksburg Farmers Market is the Friends of the Farmers Market, Inc. The Friends of the Farmers Market is ultimately responsible for the operation of the Market. Friends of the Farmers Market is a 501(c)(3) non-profit organization that provides support to the Blacksburg Farmers Market and local community through development, educational programs about benefits of locally grown food and sustainable agriculture, as well as special events that enhance the market's role as a community gathering place within the region.
- b)** The Friends of the Farmers Market, Inc. employs a Market Director to handle the operational details of running the farmers market. The Market Director is the enforcer of these rules, regulations, and procedures. The Market Director may call upon the assistance of vendors, Friends board members, and outside experts to carry out the management responsibilities.

3. Hours of Operation and Attendance

- a)** The regular hours of operation for the Blacksburg Farmers market are:

January 1 through March 31	Saturdays 10 AM to 2 PM
April 1 through December 31st	Wednesdays 12 PM to 6 PM and Saturdays 8 AM to 2 PM
November 1 through December 31	Saturdays 9 AM to 2 PM

- b)** Sales are not permitted before the starting time of the market.

c) Vendors shall be set up and ready to sell at the market's designated opening time. All vendors are required to be present in their assigned space no later than 15 minutes prior to opening time to avoid the following late penalties:

- First offense – the vendor will receive a warning from the market manager.
- Second and successive offenses – the vendor will be required to pay a \$10 fine in advance of setting

up his or her stand.

- For each late arrival, the vendor will not be counted present in the attendance roster taken by the market manager (**Note: At the time of annual space assignments, preference is given to those vendors with greatest seniority and highest number of markets attended. This scale also measures annual sales volume and years at the market as a basis for stall assignment. Consistent tardiness will result in fewer points and therefore may cause the offending vendor to not be ranked high enough to claim his or her preferred market space in the following year).**)

Valid emergencies resulting in lateness will be excused at the manager's discretion. Courtesy calls to the manager informing him or her of expected late arrival will not normally excuse the vendor from penalty.

d) If a vendor expects to not attend the market, he or she must inform the Director 48 hours prior to that market day.

e) All vendors should be packed up and their selling area cleaned within an hour of market closing time. Vendors are responsible for packing out all boxes and trash - town trash cans at the market and downtown dumpsters cannot be used by market vendors. (See attached Arrival/Departure Instructions)

4. Immediate Family and Employees

a) The vendor is encouraged to have their booth staffed by a mature person who is knowledgeable of what is being sold and how it is grown, raised, or made. This is a good business practice and reflects positively on the market and its educational mission. The booth shall be staffed by an immediate family member or an employee (as defined by the Commonwealth of Virginia - <http://www.vec.virginia.gov/irs-20-factors-and-exemptions>) Exceptions to (this rule) may be granted by the manager on a case-by-case basis. Examples of acceptable exceptions are illness, family emergency, family vacation, etc.

5. Vendor Applications

a) The market calendar year begins on April 1. Applications for the market will be available after February 15. Applications are due to the manager by March 15th to allow for processing of applications and assignment of spaces. Vendors submitting late applications risk losing their preferred space. Applications for fall and winter are again accepted September 1 to begin vending in October.

b) Each applicant must submit a copy of his or her sales tax license and other applicable legal documents including organic certification, kitchen inspection, and meat processing paperwork. Produce vendors must submit a list of anticipated crops. Craft vendors must submit photos or samples of their work. **Vendors requiring electricity must list all appliances to be used and the wattage of each.**

c) All vendors will produce their goods for sale within a fifty-mile radius of the corner of Draper Road and Roanoke Street in Blacksburg. Special exceptions for producer only goods will be considered on a case-by-case basis.

d) Each application is reviewed by the Applications Review Committee. The Applications Review Committee consists of the Market Director and the vendor representatives who serve on the Friends of the Farmers Market Board of Directors. This group is responsible for selecting vendors from the pool of applicants, assigning spaces at the market, and considering special exceptions.

6. Vendor Fees

a) First time applicants will pay a non-refundable \$35 application fee upon submission of their application. Upon acceptance, new vendors will submit a non-refundable fee of \$35 to reserve their space. This one-time fee is in addition to the fee schedule listed below.

b) Stall fees will be charged as follows April-December: Attendance is not required to be consecutive. Payment for your selected period is due in full at the time of application submission.

Structure space (monthly)	3-month discount (20%)	6-month discount (30%)	9-month discount (30%)
\$45	\$112 (\$36/mo.)	\$189 (\$31.50/ mo.)	\$283.50 (\$31.50/ mo.)
Cobblestones (monthly)	3-month discount (25%)	6-month discount (30%)	9-month discount
\$22.50	\$54 (\$18/mo.)	\$94.5 (\$15.75/mo.)	\$141.75 (\$15.75/mo.)
1.5 Structure Minimum 3-month commitment *Sales based*	3-month discount (25%)	6-month discount (30%)	9-month discount
N/A	\$168.75 (\$56.25/mo.)	\$315 (\$52.50/mo.)	\$472.50 (\$52.50/mo.)

- Space fees for January through March are \$5 per market day up to a maximum of \$20 a month.

c) There is a market sales assessment of 4% of gross market sales payable monthly. Currently, there is a \$2500.00 cap on vendor fees. Once a vendor reaches \$2500.00 in 4% fees, they are exempt from paying this fee for the remainder of the year. Vendors who reach the 4% cap shall continue to report monthly sales data for tracking purposes. **The fee is due by the 7th day of the following month. Failure to pay the fee by the 15th will result in a \$20 fine.** Non-payment of this fee past the end of the month will result in the vendor’s suspension from market, i.e. the vendor will not be able to sell at Market until fees are paid in full. If fees and accrued fines aren’t paid past 60 days, the vendor will be suspended from Market and must re-apply at the next application period, either March 1 or September 1. A sale is considered subject to the assessment if the product is delivered at the market or if the payment is received for the product at the market.

d) Space reservation fees are to be paid at the same time as the previous month’s 4% (i.e.: June’s space reservation fee will be paid by June 7th, along with May’s 4%). During the months of January – March the space reservation fee may be paid the following month (i.e. – January’s space fee may be paid by February 7, along with January’s 4%).

7. Vendor Meetings

a) Any vendor who has been in good standing for the previous three months is a member of the vendor committee and entitled to vote at vendor meetings.

b) Vendor meetings shall be held annually **at a minimum** with additional gatherings scheduled on an as needed basis. All vendors with issues to be discussed at the meeting shall bring this information to the

attention of the vendor chair or market director in advance of the meeting when possible. A reminder and call for discussion topics will be sent out via email earlier in the week. If a vote will be held, notice will be given in advance.

8. Permits and Tax

a) Vendors must visibly display any licenses, certifications, and permits required by law for all products.

b) **The collection and filing of all related taxes is the responsibility of the individual vendor.** Vendors are exempt from Town of Blacksburg business license fees or itinerant vendor fees.

9. Assignment of Vendor Spaces

a) All market spaces are assigned. The Applications Review Committee assigns spaces based upon each vendor's seniority, utilizing a 3-tier point scale comprised of frequency of attendance in the prior selling season, gross sales in the prior selling season and years attended at the market. In the assignment process, the committee also considers a balance of goods distributed throughout the market; therefore, **vendors will be assigned spaces contingent upon the listed attributes and an arrangement that is beneficial to the general success of the market.**

b) A space under the market structure is defined by the parking space that is adjacent to the selling space. Any selling space that is not under the structure is defined as an area having ten feet of frontage in the Cobblestone area behind the structure. All vendors who are assigned stalls under the market structure will be limited to 1 stall under the structure and an optional second stall on the cobblestones. There are currently two 1.5 stalls that are available to current vendors with adequate seniority points. Those who have stalls that are not under the structure will be given the option of renting 2-3 stalls.

c) In order that customers have optimum opportunities to park close to the Market, no vendor shall park in the metered spots along Roanoke or Draper on both sides of the street during market hours. Vendors are responsible to find their own parking spaces and should consult with the Market Director for suggestions regarding the most convenient options near the Market. If a vendor has a health concern or limited mobility issue, please contact a Vendor Representative or the Market Director for assistance.

d) No vendor parking will be allowed on the cobblestones during Saturday markets. If all vendors can be supported by the space under the structure, parking may be permitted at the discretion of the Market Director. Parking will be permitted during Wednesday markets unless the number of vendors exceeds the capacity of the structure.

e) All products, displays, tables, equipment, and signage must be restricted to the space assigned to each vendor by the Market Director. If deemed appropriate by the Market Director a single sign may be placed in front of the stand if it does not restrict the walkway in front of vendors. **Park benches and the grass area must be left clear for the use of market visitors unless approved by the Market Director.**

10. Competition at the Market

The Blacksburg Farmers Market believes that competition is important for the overall health and sustainability of the Market. The Blacksburg Farmers Market urges vendors to be unique. Products are not proprietary unless trademarked/copyrighted, processes are not proprietary unless patented. The Market will strive to ensure that no product category becomes over saturated.

11. Products to be sold at the Market

a) There will be no products offered for resale at the market. It is expected that the vendor is the producer of all goods offered for sale.

b) No vendor will knowingly offer for sale any product derived from genetically modified organisms or genetically engineered organisms. A genetically modified organism (GMO) or genetically engineered organism (GEO) is an organism whose genetic material has been altered using genetic engineering techniques. These techniques are generally known as recombinant DNA technology. With this technology, DNA molecules from different sources are combined into one molecule to create a new set of genes. This DNA is then transferred into an organism, giving it modified or novel genes.

c) All home-prepared consumable products must be covered and labeled with the product name, date of preparation, net weight (if applicable), all ingredients in descending order, and the name and address of the preparer. Exempt items must still follow the labeling requirements listed above.

d) Price tags will be distributed by the Market Director at the beginning of the season as needed and should be used to clearly identify the product.

Color coded cards are as follows:

- Bright green – for organic products. Vendors selling products labeled as “organic” must provide a Certificate of Organic Production in accordance with the National Organic Policy (NOP). All certified organic products must be labeled in accordance with the NOP. It is the responsibility of the vendor to know and comply with these regulations.
- White – products made, grown, or raised by the vendor (non-certified organic).

e) Vendors set their own prices and are responsible for accurately representing their products. All scales or weighing devices must have a current and valid certification sticker signed by the Virginia Department of Weights and Measures. Vendors must make appropriate adjustments of any customer’s responsible claim of unsatisfactory quality or condition.

f) All vendors will be subject to inspection to ensure that the items listed on the products list are grown, raised, or produced by the vendor, and that the quantity brought to the market matches the site inspected. **New Vendors providing certain products will be subject to a site inspection prior to application acceptance.** The Market Director may be accompanied on the inspection by non-vendor Friends board members and/or an outside consultant.

g) Produce includes vegetables, annual fruits, herbs, sprouts, mushrooms, and any other food items grown by the vendor. Every produce vendor must fill out a Harvest Schedule and submit it with the market application.

h) Cut Flowers & Plants shall include bedding plants, bouquets, seedlings, trees, and bulbs.

i) Baked Goods and Other Prepared Food shall include bread, cakes, cookies, jellies, jams, sauces, candies, and beverages and foods cooked at the market. Vendors must use ingredients that have been sourced within a 50-mile radius if possible and are encouraged to use items that are available at the

Market. Exceptions to the local ingredient requirement are subject to the approval of the Market Director. **Vendors must strive to ensure that the bulk of the ingredients in their product(s) are sourced locally.**

The Blacksburg Farmers Market requires kitchen (home or on site) certification by VDACS. Proof of current certification must be submitted each year with the vendor application. All recipes must be submitted and approved by VDACS prior to being sold at the Market. The Blacksburg Farmers Market follows all regulations set forth by § 3.2-5130 of the Code of Virginia. For more information please see: <http://www.vdacs.virginia.gov/pdf/kitchenbillfaq.pdf>.

j) Any vendor who plans to sell home-canned acidified foods, such as pickles and tomato-based sauces, must do one of the following:

- send a sample of each recipe to a certified lab, and then send the results to the VDACS inspector who will approve or disapprove the product

OR

- If applicable, see if your products qualify for the VDACS exemption as outlined below.
 - Allowable foods under the exemption are: Pickles and other acidified vegetables processed in a private home so that an equilibrium pH of 4.6 or lower is achieved. Acidified vegetable products include pickled products, salsa, chow-chow, relishes and similar vegetables that are processed in a private home to achieve an equilibrium pH of 4.6 or lower.
 - Candies, jams and jellies not considered to be low-acid or acidified low acid products and baked goods that do not require time or temperature control for safety and are produced in a private home. Dried fruits, dry herbs, dry seasonings, dry mixtures, coated and uncoated nuts, vinegars and flavored vinegars, popcorn, popcorn balls, dried pasta, dry baking mixes, roasted coffee, dried tea, cereals, trail mixes and granola.
 - Labeling requirements for exempt products are as follows: Product containers should have a label displaying the name, physical address, and telephone number of the person preparing the food product and the date the food product was processed. The statement "NOT FOR RESALE – PROCESSED AND PREPARED WITHOUT STATE INSPECTION" must be placed on the principal display panel. In addition, this exemption does not preclude the need for standard labeling information on the product label (name of product, name and address of the manufacturer, distributor, or packer, net weight statement, an ingredient statement and possibly nutritional information if applicable).

Vendors who are preparing these foods are also strongly encouraged to conduct regular PH testing and to attend a Better Process Control School course to ensure food safety.

k) Animal Products shall include meat, cheese, honey, and eggs. Vendors of these products must obtain all certifications and inspections required by federal, state, or local laws and regulations. Proof of current certification must be submitted each year with the vendor application.

Meat vendors are required to raise their products on a farm within the 50-mile market radius. All animals must spend at least half of their lives on the vendor's farm before being processed and sold at the market.

Eggs must come from hens kept by the vendor.

Honey must come from bees kept by the vendor.

l) A limited number of market spaces will be allotted strictly for craft vendors. Craft vendors will be limited to 15% of total vendors, except during winter market when left to the discretion of the Applications Review Committee. Crafts add diversity to market offerings. Craft selection is prioritized based upon the use of materials from within the 50-mile radius of the market. The Applications Review Committee will select the craft vendors. Produce, flower and plant, baker, and animal products vendors may include craft items at their stand should those items be made by the vendor from local materials and given approval from the Applications Review Committee.

m) An agreement is allowed between two **existing** market vendors to share one market space, provided that:

- Each vendor pays a complete stall rental fee for a minimum of three months
- Each vendor pays a separate monthly sales assessment of 4%

A Letter of Agreement between the two vendors with terms is presented to the Applications Review Committee for approval at the beginning of each market season. An allowable representative for each vendor partner must be actively involved in selling at the market for a reasonable number of days during each market season, the terms of which will be outlined in the Letter of Agreement between the two vendors and subject to the approval of the Market Director.

12. Penalties for Illegal Resale

It is the vendor's responsibility to prove to the Market Director that any questionable item was indeed grown, raised or produced by the vendor within a 50-mile radius of the market. If this cannot be proven, the following steps will ensue:

At the first **offense** a \$50 fine will be paid by the offending vendor, who will not be allowed to return until the fine is paid in full. The questionable product must be removed immediately.

At the **second offense** the vendor will be permanently expelled from the market.

These offenses will be cumulative and will be carried over year to year.

If the accused vendor wishes to appeal the decision, they must submit an appeal request in writing to the Market Director. A committee comprised of 3 vendor board members and 3 non-vendor board members, plus the Market Director will hear the appeal. The appeal hearing, and decision will take place within two weeks of receipt of the request letter. The decision of a majority of the members of the appeal committee will be binding. This process will remain in place when the Market shifts to producer only.

13. Samples at the Market

a) Offering samples of vendor products is a powerful selling tool. All samples are to be confined to within the vendors allotted market space. Roving samples are not permitted.

14. Disputes

All vendors and their representatives will agree to follow the “Blacksburg Farmers Market Code of Conduct.” Violations, as outlined in the Code, by any vendor or their representative are under the discretion of the Market Director to address. The form follows

The Market Director cannot effectively act on hearsay, anonymous, vague or untimely complaints about the conduct of others. Vendors will follow the procedures outlined on the Grievance Form to make a complaint or raise a concern. A written Grievance form with the inappropriate actions by a vendor or the vendor’s representative must be submitted in writing to the Market Director within 14 days of the incident.

15. Sanitation and Safety

a) All public litter containers in the Market area are for reasonable use by vendors and customers. Excessive or improper use by the vendors is not permitted. The use of chewing tobacco, snuff products, alcohol or illegal substances are not permitted at the Market. Any unsafe or unsanitary conditions should be brought to the immediate attention of the Market Director.

b) All Prepared Food Vendors are to follow the guidelines set forth by the Virginia Department of Health and will be required to take the ServSafe Food Handler online training course and present a certificate of completion before vending at the market (effective 1/1/2019).

c) Behavior by vendors judged to be disruptive or detrimental to the peaceful operation of the Market will not be allowed. The Market Director reserves the right to ask a vendor to leave at any time.

d) Neither Friends of the Farmers Market, Inc. and its representatives nor the Town of Blacksburg and its representatives are responsible for damage or loss of any personal belongings.

Blacksburg Farmers Market Code of Conduct

The Friends of the Farmers Market, Inc. strives to provide a supportive environment for both vendors and customers of the Blacksburg Farmers Market. The purpose of the Code of Conduct is to help ensure the safety and well-being of all participants.

As a Blacksburg Farmers Market vendor and/or the vendor’s representative, I will:

1. Respect and adhere to all rules established by the Blacksburg Farmers Market including (but not limited to) all clauses of the Vendor Regulations.
2. Demonstrate the highest standards of personal behavior and integrity, treating everyone with courtesy and respect and serving as a positive role model.
3. Abstain from physical or verbal abuse and not tolerate it from others.
4. Operate vehicles and other equipment in a safe and responsible manner.

5. Abstain from criminal activity.
6. Comply with equal opportunity and anti-discrimination laws.
7. Under no circumstance, attend or participate in the Blacksburg Farmers Market while under the influence of alcohol or a controlled substance.
8. Under no circumstance possess, sell or consume alcohol or controlled substances at the Blacksburg Farmers Market except at a market-sponsored event (e.g. Mingle at the Market). Drinking must be in moderation and the drink must be consumed discreetly.

Any behavior or conduct in violation of these standards, or which is otherwise considered in the exclusive opinion of the Market Director to be disruptive and detrimental to the peaceful operations of the Market, shall be grounds to allow the Market Director to require a vendor and any employees, agents, or guests to leave the Market immediately. Failure to comply with any component of the Code of Conduct or participation in other inappropriate conduct as determined by the Market Director may lead to dismissal as a vendor at the Blacksburg Farmers Market. Vendors shall be responsible for any and all damages resulting from their failure to comply with these standards of conduct and/or failure to comply with the instruction of the Market Director.

Vendor agrees to pay reasonable costs of enforcement of the Code of Conduct, including but not limited to attorney's fees and court costs, in the event such action is required by the Friends of the Farmers Market, Inc. and/or the Market Director as its agent.

All vendors or representatives of vendors who will attend the market must sign a separate Code of Conduct.

I have read the Blacksburg Farmers Market Code of Conduct and agree to comply with it:

Printed Name: _____

Business Name: _____

Address: _____

Signature: _____ Date: _____

Friends of the Farmers Market

Enforcing the Blacksburg Farmers Market Code of Conduct/Vendor Regulations

Each vendor and any representatives of the vendor who will attend the market must sign a Code of Conduct form at the beginning of every market season as a condition of selling at the market. A copy of the signed form is kept on file with the Market Director and a copy shall be provided to the vendor. The goal of the Blacksburg Farmers Market Code of Conduct is to help ensure that involvement in the Blacksburg Farmers Market is a positive, satisfying, and safe experience.

The Market Director cannot effectively act on hearsay, anonymous, vague or untimely complaints about the conduct of others. **A written Grievance form with the inappropriate actions by a vendor or the vendor's representative must be submitted in writing to the Market Director within 14 days of the incident. The report must identify the section of the Code of Conduct and/or Vendor Regulations that was violated and provide specific details about the alleged violator's actions. The complainant(s) must sign the form.**

Upon receipt of the complete Code of Conduct complaint, the Market Director will, within 20 days, investigate the allegations. This may include meetings with the complainant(s) and/or the alleged violators, or seeking the aid of third-party experts, as needed. The purpose of these meetings would be to clarify policies, determine whether, and to what degree, there was a violation and determine what disciplinary action, if any, is appropriate. The Market Director may ask the complainant(s) and alleged violator(s) to attend a joint meeting if s/he determines this would be useful in resolving the situation.

The Market Director as a result of a Code of Conduct violation may enforce any or all of the following disciplinary consequences:

- a. Writing a letter of apology to the injured party(ies).
- b. Repair of or restitution for property damage.
- c. Probation for a specified period of time with the understanding that another violation will lead to more serious disciplinary action.
- d. Suspension from the Market for a period of time.
- e. Reassignment to a different space in the market.
- f. Permanent exclusion from the Blacksburg Farmers Market.
- g. Referral to the appropriate law enforcement agency or other authority.

Within three weeks of a complaint being made, a memorandum summarizing the nature of the complaint, the names of those who investigated the case, the findings of the investigation and any subsequent disciplinary actions will be placed in the Blacksburg Farmers Market files. Copies will be given to the appropriate parties involved, including the complainant and the alleged violator, but no parties who are not directly involved with the violation.

If the situation cannot be resolved to the satisfaction of the parties involved, an appeal may be made to the Appeals Committee by submitting the same grievance form originally submitted but marked "Appeal". The Appeals Committee will include three vendor board members and three non-vendor board members. The Appeals Committee will meet to address the appeal request within two weeks of receiving the request for review and its resolution shall be binding for all parties involved.

**Friends of the Farmers Market, Inc.
and
Blacksburg Farmers Market**

Grievance Form

The Friends of the Farmers Market (FFM) seeks to resolve vendor complaints and concerns in a fair and equitable manner. Vendors may utilize the Grievance Form to submit grievances for orderly resolution with freedom from discrimination, coercion, recrimination, restraint or reprisal. The resolution of grievances promotes more effective relationships and is in the best mutual interests of all affected parties.

The Market Director has the authority to ensure vendor compliance with the Blacksburg Farmers Market (BFM) rules and regulations and the Code of Conduct. BFM vendors who have concerns about market operations, vendor policies, or other vendors' compliance with market rules, regulations or the Code of Conduct should submit this form to the Market Director. The Market Director shall inform the President of the FFM of any filed grievances. If a grievance is being filed against the Market Director, the form should be submitted to the President of the FFM.

All grievances will be dealt with as detailed in the Enforcing the BFM Code of Conduct document and a written response will be given to the complainant within 20 days of submission of the grievance form.

If you feel a vendor or other participant has acted in a way that harms the BFM please provide the following information:

1. Your name: _____

2. Phone number: _____

3. E-mail: _____

4. Name of the vendor or person in question: _____

5. Your concern. Please reference the rule or regulation, policy or procedure or Code of Conduct section you believe was violated and any evidence that supports your concern:

6. Date and time infraction occurred: _____

7. Your signature: _____ Date: _____

Date received: _____ Received by: _____