

2022 Market Season  
Johnson County Farmers Market Vendor Application

Name: \_\_\_\_\_

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

E-mail: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

County: \_\_\_\_\_

Primary Products to be sold: \_\_\_\_\_

Farming Methods (If Applicable): \_\_\_\_\_

Number of Acres Farmed (If Applicable): \_\_\_\_\_

When do you plan on attending? Check all that apply.

Spring  
May-June

Summer  
July-Aug

Fall  
Sept-Oct

Holiday Market  
Oct 30th

How frequently do you plan on attending?

Weekly

Bi -Weekly

Monthly

Undecided

How are you paying the \$10 Vendor Application fee?

Cash

Check  Check # \_\_\_\_\_

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Bio for JohnsonCountyFM.com

Please write a brief description of who you are and what you sell.

Include the contact information you want to be made public.

E-mail: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Facebook: \_\_\_\_\_

Website: \_\_\_\_\_

Other: \_\_\_\_\_

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**For the Summer Market, please be aware of the following:**

- Our Summer location is Ralph Stout Park in Mountain City, TN
- Market hours are from 9am - Noon, set up begins at 8:00am
- Bring your own Tent, Table and Chairs, or rent them from JCFM
- RSVP via email each week you plan to be at the market
- Please contact JCFM by phone/text if you have to cancel
- **Booth fee of \$8 per market day** is due unless you have paid annually

Both the signed application and **\$10 application fee** are due before the vendor is permitted admittance to participate in the Johnson County Farmers Market.

By signing below, I certify that:

- I have read, understand and will adhere to the JCFM Rules and Regulations.
- I further understand that should I fail to comply with the JCFM Rule and Regulations my participation in the Johnson County farmers Market could be terminated.
- I have read, understand and will adhere to all applicable guidelines stated in the Waiver and Hold Harmless Agreement.
- I acknowledge that it is my responsibility to follow any laws and regulations that may apply to my business and the products I sell.

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

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

Print name \_\_\_\_\_

Applications can be returned to the JCFM by one of the following methods.

**Email:**

- [marketmanager@johnsoncountyfm.com](mailto:marketmanager@johnsoncountyfm.com)

**Mail:**

- Johnson County Farmers Market  
110 Court Street  
Mountain City, TN 37683

**Or in person on your first market day.**

**Please contact JCFM with any questions or comments.**

**Thank You!**

**Johnson County Farmers Market  
Waiver of Liability and Hold Harmless Agreement**

1. In consideration for participating in Johnson County Farmers Market and other valuable consideration, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Johnson County Farmers Market, the Board of Directors, the State of Tennessee, their officers, servants, agents, and employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted or in transportation to and from said premises.
2. To the best of my knowledge, I can fully participate in this activity. I am fully aware of risks and hazards connected with the activity, including but not limited to the risks as noted herein, and I hereby elect to voluntarily participate in said activity, and to enter the above named premises and engage in such activity knowing that the activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.
3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability, damage or costs, including court costs and attorney's fees, that may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.
4. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assigns and personal representative, if I am not alive, shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Tennessee.
5. I UNDERSTAND THAT THE JOHNSON COUNTY FARMERS MARKET WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COSTS ASSOCIATED WITH AN INJURY I MAY SUSTAIN.
6. I further agree to become familiar with the rules and regulations of the Johnson County Farmers Market concerning vendor conduct and not to violate said rules of any directive or instruction made by the person or persons in charge of any rule or directive or instruction.
7. I also understand that I should and am urged by Johnson County Farmers Market to obtain adequate health and accident insurance to cover any personal injury to myself which may be sustained during the activity or the transportation to and from said activity.

2022 Market Season

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age fully competent; and I execute the Release for full, adequate and complete consideration fully intending to be bound by same.

By signing below, I certify that I have read, understand and will adhere to all applicable guidelines stated in the Waiver and Hold Harmless Agreement.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
JCFM Manager

\_\_\_\_\_  
Date

# Johnson County Farmers 2022 Market Rules and Regulations

**Johnson County Farmers' Market is a Producer-Only Farmers Market  
Located in an open air Community at Ralph Stout Park, Mountain City Tn.**

**Johnson County Farmers Market Season:** Starts the first Saturday in May through the last Saturday in October. We operate from 9:00am until 12:00pm

Johnson County Farmers Market works to strengthen a sustainable local agriculture and food economy. We do this by promoting food education, engaging in community and economic development and promoting the availability of fresh, healthy local food and agriculture.

JCFM provides area producers with an opportunity to sell, and customers with an opportunity to buy (1) fresh, home-grown produce, (2) a variety of plants including (but not limited to) shrubs, ornamental grasses, annuals, perennials, vegetable transplants, etc., and (3) certain processed foods which meet Tennessee Department of Agriculture (TDA) and, in some cases, Federal Food and Drug Administration (FDA) guidelines and regulations

JCFM is strictly a PRODUCER ONLY MARKET and is open to Producer-Vendors from Johnson, Sullivan, Carter and Washington counties of Tennessee, Washington county Virginia, Ashe, Watauga, and Avery counties of North Carolina. Products must be raised in those areas.

Craft and Non-agricultural Vendors products must be handcrafted by the vendor. Some examples of non-edible handmade items are: carvings, artwork, jewelry, soaps, lotions, wreaths, etc., and are allowed and defined in detail below.

\*All items must be handmade or homegrown, with the exception of non-profits booths. We do not allow any type of resale or catalog items at the market.

# Johnson County Farmers 2022 Market Rules and Regulations

## **Allowed Products/Definitions**

### **Farmers, growers & producers**

- Crops: fruit, vegetables, grains, etc.
- Animal Products: meat, seafood, eggs, dairy
- Plants: fresh-cut flowers and plants

### **Cottage Foods**

- Breads, cakes, pastries, cookies, candies, honey, jams, jellies, fruit pies, dry herbs and seasonings, homemade pasta, cereals, nuts, vinegars and popcorn.

### **Specialty Foods**

- Jerky, canned fruits, vegetables, chutneys, butters, flavored oils, hummus, salsas, pickles, bakery goods requiring refrigeration (cheesecake, cream pies, etc.), cheese products, cut fruits and vegetables, juices, BBQ sauces and focaccia-style breads. *(Some products are required by the state of TN to be processed in a Certified Kitchen and Certification displayed)*

### **Artists & Crafters**

- Painting, Mixed Media and Photography
- Pottery, Ceramics and Glassworks
- Candles, Soaps and Beauty Products
- Art made from recycled items
- Clothing, Jewelry and Hair Accessories
- Embroidery, Quilts, Knit & Crocheted Items
- Woodworks
- Garden & Home Décor

**Pet Food Products** (These products are required by the state of TN to be processed in a Certified Kitchen and Certification displayed)

**Food Vendors** (prepared on-site) (Need to meet local and state requirements to sell)

**Non-Profit Organizations** (board approval needed to participate with JCFM)

# Johnson County Farmers

## 2022 Market Rules and Regulations

### **Rules**

1. Produce is defined as vegetables, fresh herbs, fruit, meat, fish, dairy and eggs. At least 50% of produce offered from any vendor must be locally grown or raised. This is for the purpose of being able to offer produce not typically grown in our region (like peaches or avocados).
2. Vendors of prepared foods either brought to the market or made at the market need to have their products labeled as to where they are prepared and contents as outlined in the Food Safety Rules. Raw materials sourced locally as much as possible. The current Tennessee regulations regarding food safety are found on our website [JohnsonCountyFM.com](http://JohnsonCountyFM.com).
3. Non-edible products are flowers, plants, personal products, kitchenware and crafts. These products must be produced locally, however the raw materials do not have to be sourced locally.
4. Hemp products, plants, seeds, leaves, flowers and vaping products cannot be sold at JCFM. Soaps and lotions containing hemp are exempt from this.
5. Products not produced by a vendor, or vendors offering services must be approved by the Board in advance.
6. A scale is available upon request. Vendors are encouraged to provide their own. It is the vendor's responsibility to assure the scale meets the Tennessee Department of Agriculture standards
7. While the Farmers Market carries liability insurance, this does not cover liability for individual vendors. It is recommended that each vendor carry their own insurance, which would cover any venue, not just JCFM.
8. All vendors must indicate the origin of their products. Any misrepresentation can result in expulsion from the market.
9. It is the responsibility of the vendor to assure all regulations are met regarding their offered products.
10. Products for human consumption are not to be displayed on the ground.
11. All vendors must display their name and their farm/business name.



# Johnson County Farmers 2022 Market Rules and Regulations

12. Vendors may sell from the backs of their trucks in their space.
13. Vendors will set their own pricing. A vendor may not use the market as a dumping ground by intentional price undercutting.
14. Applicable sales tax is the responsibility of the vendor.
15. All vendors are asked to report their earnings at the end of the day. **Earnings are kept anonymous!** JCFM collects aggregated income totals for the purpose of grant writing, grant review/reporting and statistical analysis.
16. Vendors should show professionalism that promotes good communication, respect and the best interests of the market. Disruptive actions may result in suspension from the market.
17. All vendors are asked to make themselves knowledgeable of the Emergency Management Plan that is made available by the Market Manager.
18. Vendors are encouraged to attend the various educational programs and workshops hosted by the agencies associated with the Johnson County Farmers Market. JCFM Board of Directors and/or its representatives will notify its members via email of upcoming events and or classes.

# Johnson County Farmers

## 2022 Market Rules and Regulations

### Vendor Fees

1. **Vendor Application fee is \$10** and is non-refundable. Application must be completed and turned into manager prior to selling. All forms and materials can be found on our website johnsoncountyfm.com. If you do not have access to the internet, please ask JCFM personnel to provide paper copies.
2. **Daily rate is \$8 per market**, due before the market opens and space is subject to change each time you participate. If a vendor has not arrived by 8am, their saved space is subject to being reallocated to another vendor. "Season" vendors may reserve a booth space for the 2022 season (May-October) by paying an **Application fee of \$10** and the upfront **Seasonal fee \$175.00 due May 7th, 2022**. Seasonal booths are guaranteed the same market space each week and will be given a choice of booth space.
3. All JCFM fees are non-refundable (even if a vendor decides to give up the reserved space, stops participating in the market prior to the end of a market season, or forfeits reserved space due to repeated violation of any or part of the JCFM Rules and Regulations) and non-transferable.
4. There will be a \$30 processing fee for any check which is returned to the JCFM account for insufficient funds. Fees are payable by cash or check to the market manager. Make checks payable to Johnson County Farmers Market.
5. Each vendor is responsible for having adequate weights (at least 24lbs each leg) for their own tent. If you don't have weights, you may rent them from the market for \$2 a set.
6. If you are renting a tent from the market, the weights are included in that rent. Tents with weights are available to rent for \$6/day. Tables are available for \$2/day. Please arrive no later than 8am if you will be renting a tent or table. These are available on a first come, first serve basis.
7. Vendors must conform to the precepts of a Grant in order to be eligible for tokens associated with that grant, i.e. the JOCO grant specifically dictates that its purpose is to promote healthy eating habits for children. Vendors promoting specific causes cannot use these tokens when selling promotional foods, such as candy, artificially flavored/colored drinks and ices, etc. Products eligible for these grant tokens are subject to the pre-confirmation of the Board of Directors.

# Johnson County Farmers 2022 Market Rules and Regulations

## **Eblast & Rsvp's**

Vendors will be asked to RSVP via email to the market manager each week for the primary purpose of advertising what will be at the market that week. The sooner you can report your wares, the more publications we can advertise you in. The second purpose is organizing the market tents on Saturday. If a vendor says they will be at the market and does not show up without calling/texting the manager by 7am Saturday morning, the vendor will be charged for that space. If this happens a second time the vendor will have to go before the board to return to the market.

## **Environment & Safety**

- (1) In order to provide a safe and healthy environment for everyone our market is a Smoking and Vaping FREE zone from the beginning of set-up to the end of breakdown of the market.
- (2) Each vendor's space needs to be kept clean and orderly. Please leave the space clean when you leave.
- (3) Live animals for sale may be advertised but not brought to the market.

# 2022 Market Vendor Concern Protocols

JCFM aims to provide a fair and healthy market environment.

Neither JCFM nor anyone associated with supervision and/or management of the market operation will assume any liability resulting from accident, injury, or theft. Items which are lost, stolen, or damaged will not be the responsibility of the market or those associated with operation of the market. JCFM and its members are subject to all laws, rules, and regulations governing public property and use of Ralph Stout Park.

The following, among other things, must be adhered to:

- Under no circumstances will alcoholic beverages be permitted on the premises.
- Smoking or use of tobacco products is not allowed on the premises.
- Unattended children are prohibited from the market.

The market manager is responsible for enforcement of the rules and regulations. A vendor not in compliance will receive a written warning the first time. This will be reported to the board. A second offense will result in the vendor being asked to leave. The vendor may request to have the situation reviewed by the market Board of Directors. This will be done at the next appointed board meeting.

Disputes or complaints between vendors, should they arise, are expected to be resolved promptly and in a responsible and considerate manner. Hostile confrontations between vendors will not be tolerated and may result in one or all parties being banned from the JCFM.

Complaints or concerns about the market operations must be submitted in writing with optional suggestions to resolve the issue or concern. Submissions can be presented in person to a board member, or by email to the JCFM Board of Directors. All complaints will be given serious consideration as well as prompt attention and resolution will be discussed at the next appointed board meeting.

If persons, vendors or its members are interested in donating money for specific purposes to JCFM, they are required to submit in writing a detailed proposal to the JCFM Board of Directors by email or hand it directly to a board member. Proposals will be discussed at the next appointed board meeting.