

Bowling Green Community Farmers Market
Terms and Conditions
2024

I Terms and Conditions of Sales

1. Each participant acknowledges full responsibility for all activities conducted throughout the term of the market and agrees to save, defend, hold harmless and indemnify Bowling Green and all of its agents and employees for and against any and all claims, loss, damage, injury, costs (including court costs and attorney's fees) charge, liability or exposure, however caused, resulting from, arising out of or in any way connected with the lessee's performance or performance of the agreement terms or its obligation under Bowling Green Community Farmers Market (BGCFM) Rules and Regulations. The participant agrees to maintain adequate liability insurance to fulfill obligation under this rule and must provide proof with the BGCFM Producer application.
2. All persons desiring to sell items at the Market will submit a completed Farmers' Market Application/Inventory List ("Application") on a form provided by the Market and each person must sign a statement indicating that they have read, understand, and agree to abide by the rules of the Market.
3. All persons submitting an application must provide an Inventory List of items to be sold at the Market ("List"). The submitted List will be examined at the time of the application review and an approved List will be issued by the Market Manager. Persons approved to sell at the Market (Vendors) may only sell items from their List.
4. In the event that a Vendor would like to modify his/her List, an amended inventory list must be submitted to the Market Manager for approval. New items identified on the amended inventory list may not be sold prior to the Market Manager's approval.
5. Production of all goods sold at the BGCFM must take place within 75 miles of Bowling Green, Virginia, except to fulfill Rule 11 below.
6. Only Producers may sell at the market. A Producer is defined as a farmer or grower who sells only what they grow, raise or produce on the farm or leased property or a manufacturer of baked goods, canned goods or hand-crafted items.
7. Producer may be a sole proprietorship, a legal partnership, or a corporation. The Market Manager reserves the right to examine all contracts and agreements between partners, and all corporate document, that pertain to the production of goods offered for sale at the BGCFM. The Manager may reject an application from an operation where the applicant's participation in production is unclear.
8. The producer to whom the space has been assigned must produce all products sold. Selling of items purchased from another producer or market, or provided by another producer on consignment, or provided by another producer or market is not permitted (PRODUCERS ONLY RULE).
9. A copy of a lease or written agreement pertaining to land not owned by the vendor, but which is cultivated by the vendor for the purpose of selling produce at the BGCFM must be included with the application.

10. Only the following, Virginia – grown or produced items that meet all applicable federal, state and local rules and regulations and approved by the Market Manager may be offered for sale:
 - . Fruits
 - . Vegetables
 - . Herbs
 - . Flowers
 - . Ornamental produce
 - . Honey/Maple syrup (Must contain Name, address and phone number of the Producer or apiary)
 - . Eggs
 - . Meats/Poultry
 - . Pickled Produce
 - . Cider
 - . Bedding plants
 - . Potted plants
 - . Baked goods (must be labeled with name, address & phone number) List All.
 - . Salsa/Jams/Preserves (must be labeled with name, address & phone number)
 - . Hand Crafted Items
 - . All kitchens must meet Virginia Cottage Law Requirements
11. The Market Manager may, after consultation with the advisory group of producers, make temporary, trial exception of rules concerning such things as the eligibility radius and products permitted. The purpose of such exceptions would be to make better use of market space in seasons of reduced attendance, to increase diversity for customers, and to encourage the production of traditionally scarce products in ways that do on increase the supply of products commonly available. The lessons from such exception would contribute to discussions of possible permanent rule changes.
12. All items offered for sale at the Market must be first quality.
13. All bags supplied by the vendors of the Farmers Market must be new.
14. Items may be sold by the pound, bunch, piece, or measured container.
15. Scales utilized at farmers' market must be inspected and sealed annually by the Sealer of Weights and Measures.
16. Vendors must carry insurance to cover the extent of their operations and liabilities.
17. Producers who are found to be not in compliance with the Producer only rule may be expelled from the Market.
18. More than four (4) consecutive explained absences from the Market will constitute abandonment of a reserved space and said space may be re-sold.
19. Charity donations or "giveaways" will be not be allowed on the premises but may be held at the Flea Market.
20. Flea Market items will be permitted in a separate area in conjunction with the Farmers Market on specified days.
21. Vendors of the prior year have priority on spaces over new vendors joining the Farmers Market.

II Prices and Signs

1. Prices for all items for sale shall be posted clearly on a sign. No items shall be sold unless the price of the item is clearly displayed.
2. Prices for items shall be established only by individual Vendors.
3. Collusion among Vendor to increase or decrease selling prices is prohibited.
4. Each Vendor must be properly registered to collect and pay Virginia State sales taxes.
5. Each Vendor must post the name and location of his/her farm or business at his/her assigned selling area in the Market.
6. All canned goods and all baked goods **“must”** be labeled to show: name, address, phone number, and list of ingredients and weight.

III Market Days Daily Operation

1. If a Vendor cannot attend the market, the Market Treasurer must be notified at least twenty-four (24) hours in advance of startup time, at phone number: 804-994-1745.
2. Selling at the market shall be begin officially at 9:00 AM.
3. Vendors shall arrive no earlier than 7:00 AM to set up displays. Please limit your time to 30 minutes or less to unload your vehicle so others can also park near their space to unload.
4. Vendors shall agree to sell for the entire market day unless prior notification to Market Manager.
5. Vendors must vacate the selling area no later than 2:00 PM and all clean up must be completed.
6. Vendors must keep the vicinity in and around their selling area clean at all times and remove all refuse and unsold items at the end of each market day. Per Atlantic Union Bank – Do not set boxes or crates on the ground. We want to keep the grass as healthy as possible.
7. Vendors must be courteous and respectful to other Vendors and to the public at **ALL** times. Vendors and their guests, employees and representatives must maintain a neat and clean personal appearance at all times.
8. No smoking within 50 feet of the market. This is non-negotiable.
9. Vendors must provide an approved trash receptacle when selling ready-to-eat items.
10. Parking – Vendors must park either in the County parking lot, side of Pitts & Manns, or behind Bankers Insurance to allow a place for our customers to park and to allow the businesses (Atlantic Union Bank and Dollar General) spaces for their customers to park.

IV. Market Manager: The Market Manager is a volunteer position. The duties of this position are as follows:

1. Record attendance and keep a brief log of market events.

2. Submit a written report to the Farm Market Committee at the end of the season.
3. Reserve assigned space for vendors and reassign space in the event of absences or late arrivals.
4. Monitor the customer parking situation and resolve conflicts that may arise.
5. Announce the opening and closing of the market.
6. Resolve minor disputes between vendors and between customers.
7. Enforce market rules and report alleged violations, in writing, to the Farm Market Committee.
8. Act as a liaison between market vendors and the Farm Market Committee.
9. Convene producers at the market for brief meetings as necessary.

V. Grievances

1. In the event of a dispute regarding any aspect of the Market and its' operation, the Market Manager shall make an initial determination in the matter. In making such determination, the Manager shall consult with other members of the Farmers Market Committee.
2. A licensed Farmers Market vendor may file an appeal of such decision of the Market Manager. Such appeal shall be in writing and submitted to the Market Manager within ten (10) days of the initial decision.
3. Upon receipt of such letter of appeal by the Market Manager, the Market Manager shall immediately work to schedule a meeting of all licensed Farmers Market Vendors. Such meeting may be held on the day of the Farmers Market.
4. Upon scheduling a meeting of the vendors, the Manager shall send to each vendor a copy of the letter of appeal and any other information related to the issue at hand
5. At the scheduled meeting, the Farmers Market vendors will make the final determination as to how the issue will be resolved. A majority of the licensed vendors will be necessary to create a quorum for the meeting. A vote of a majority of those present will be necessary to provide a determination in all matters to come before the vendors.

The Bowling Green Community Farmers Market is not responsible for any Covid 19 related incidents. Please use common sense when you are experiencing cold or covid type symptoms by wearing a mask, using hand sanitizer and wearing gloves. If you test positive for Covid, please do not come to the Farmers Market.