

The Farmers Market at Farmview

MARKET POLICIES AND RULES OF OPERATION

MISSION: To promote the development of local and sustainable agriculture and to foster a connection between community members, farmers, and artisans by providing a marketplace for locally grown and produced goods.

LOCATION AND TIME: The Farmers Market at Farmview, located at 2610 Eatonton Highway, is approximately 1 mile south of Interstate 20 on Highway 441 where The Farmview Market retail facility and agritourism complex is located. The Farmers Market will be open for sales each Saturday from the last weekend in April through October from 9:00 a.m. to 1:00 p.m. E.S.T.

WHO MAY SELL: Vendors are limited to Georgia growers or producers located within an approximate 75-mile radius of Morgan County. This geographic restriction ensures that the Farmers Market remains a viable local outlet for unique and self-grown or crafted goods.

WHAT MAY BE SOLD

1. *Raw Agricultural Products:* This category includes fruits, vegetables, grains, honey, eggs, dairy, herbs, flowers, bedding plants, and potted plants. All raw agricultural products must be grown by the vendor on his or her farm or property from seed, plugs, cuttings, bulbs, bareroots or potted plants. No resale of prefinished plants is allowed. Produce should have good external and internal appearance and be clean and free of contamination.

2. *Value-Added Agricultural Products:* This category includes products made of raw agricultural products grown or sourced locally by the vendor that have been processed or any whose sale a government agency regulates (e.g., baked goods, ciders, jams, jellies, oils, syrups, etc.). Vendors must abide by all applicable federal, state, and local health regulations and labeling guidelines. The market manager and employees may request that any such products be provided for inspection and have the ability to admit these products at their discretion.

3. *Non-Agricultural Products:* The products must be handcrafted by the vendor, be original and exhibit a high level of quality and design. Products not allowed include those made from kit assembly and direct resale of commercially-available products. This category includes farm, garden, or food-related crafts made by the vendor without using raw agricultural products grown by the vendor. Examples are juried arts and crafts, handmade soaps, handcrafted furniture, pottery and similar items. These products are admitted at the discretion of the market manager and employees.

The market manager and/or employees reserves the right to visit any vendor's farm or place of production at any time, the primary purpose being to determine whether the vendor is growing or producing all he or she is selling at the Farmers Market as required by the market rules.

WHAT MAY NOT BE SOLD

1. *Animal Proteins*: This category includes beef, poultry, pork, lamb and other animal proteins.
2. *Prepared Foods*: This category includes ready-to-eat sandwiches and other hot entrees.

PRODUCT REGULATORY REQUIREMENTS

1. Vendors who wish to sell eggs and/or dairy must be able to provide a copy of their Georgia Department of Agriculture Egg Candler's certification or Dairy License and have the certificate visible at the market each week.
2. Vendors intending to sell low acid/acidified foods (canned vegetables, pickles, salsa, etc.) must be able to provide proof of completion of Better Process Control School and all currently required licenses and/or certifications.

SALES, PRICING, DISPLAY

1. Each vendor may set his or her own prices. Prices should be set in accordance with fair market value and customer satisfaction. Consideration of other market vendors should also be taken into account when setting prices, and market vendors must avoid unnecessarily aggressive and unfair pricing tactics.
2. Produce may be sold by volume, count or weight; however, selling by weight is discouraged unless scales are inspected regularly and conform to the Division of Weights and Measures regulations.
3. Products should be displayed in an attractive manner. Vendors are encouraged to bring display racks or tables on which to display their products.
4. Vendors are encouraged to provide bags or containers for consumer purchases and to have petty cash to make change.

5. Vendors should have a clearly visible sign designating the name of their farm or business and post prices in full view of the market customers with lettering and signs being limited to the individual space area.

6. If a vendor has a complaint relating to another vendor's pricing or conduct, the complaint should be directed to the market manager who will then decide if action is required.

VENDOR PARTICIPATION

1. Each vendor that wishes to participate in the Farmers Market must submit an application to the market manager. The market manager and his or her employees will review all applications and determine if the applicant meets all necessary requirements. If the market manager and employees require more information to gain a better understanding of product offerings, they may contact the applicant and request more information or set up a meeting to review products. The market manager and his or her employees reserve the right to prohibit anyone from selling at the Farmers Market.

2. Vendors who elect to purchase spaces on an annual basis will be required to submit a new application for the following year. An approved application from a prior year does not guarantee approval in the subsequent year.

3. ***Vendor Participation Agreement***—All authorized vendors participating in the Farmers Market are independent operators and not partners or joint ventures with Kelly Products, Inc., Farmview Market, LLC, or their affiliates. Each vendor shall be individually and severally liable for any loss, property damage, personal injury, death, and any other damages that may occur as a result of the actions or omissions of the vendor or the actions or omissions of the vendor's employees, agents and associates. All vendors agree to indemnify, hold harmless and defend Kelly Products, Inc., Farmview Market, LLC, and their respective agents, employees, representatives, and affiliates, from and against any action, cause, claim, loss, damage, cost and other expenses (including attorney's fees), asserted by any person or entity and arising out of or related to the actions or omissions of the vendor or the actions or omissions of the vendor's employees, agents and associates. It is strongly recommended that each vendor, while participating in the Farmers Market, and for at least one (1) year after so participating, maintain, at its own expense, both a general liability insurance policy and a products liability insurance policy in sufficient amounts.

VENDOR FEES AND MARKET SPACE OCCUPANCY

1. Unless provided otherwise, each vendor must pay a fee of Ten and 00/100 Dollars (\$10.00) per Saturday in order to reserve a space at the Farmers Market (the "Daily Rental Fee"). If the Daily Rental Fee is not paid in full by the payment deadline, the vendor will not be able to participate in the Farmers Market that day.
2. Annual spaces will be made available to vendors who would like to reserve a space for the entire market season. Participating vendors will be able to pay an upfront sum to reserve a space at the Farmers Market for the entire year (the "Annual Rental Fee"). The Annual Rental Fee will be one hundred and 75/100 dollars (\$175.00).
3. No Rental Fee will be charged for non-profit organizations.
4. Space assignments shall be made by the market manager and his or her employees for each Saturday. Vendors are not guaranteed a particular location and may be required to move from one space to another for any reason.
5. Approved vendors must arrive at the Farmers Market no later than 7:30 a.m. to allow adequate time to set up and organize their space. Vendors who arrive after 8:00 a.m. will not be allowed to participate in the Farmers Market that day as their delayed arrival disrupts the timely opening of the Farmers Market.
6. If a vendor will not be able to attend the Farmers Market, then he or she must call the market manager no later than 5:00 p.m. Friday, the day before. If this requirement is met, the vendor will be refunded the Weekly Rental Fee, if applicable, for that week.
7. No vendor shall sublease, sell, or permit anyone to use his or her space. No vendor may assign any rights contained herein without the Farmers Market's express written consent.

MARKET OPERATIONS AND MARKET CONDUCT

1. It is the responsibility of individual vendors to maintain a clean and healthful condition within their assigned space and to leave the area free of any trash or debris upon leaving the

premises. A clean up fee of twenty five and 00/100 dollars (\$25.00) will be charged to violators, followed by dismissal from the market for repeat offenders.

2. Vendors are required to truthfully represent their products and operations. **Vendors may sell only their own products. The resale of any products that are not grown or produced by the vendor is prohibited.**

3. Inappropriate language, behavior, or other misconduct or abuse by a vendor towards another participant, employee or customer at the Farmers Market is grounds for immediate and permanent dismissal from the Farmers Market at the Farmers Market's sole discretion.

4. With the exception of service animals, no pets are permitted at the Farmers Market.

5. The Farmers Market and its employees are not responsible for the payment of sales taxes by the individual vendors. Each vendor bears the sole responsibility of reporting its sales tax.

6. The Farmers Market is a smoke-free environment, and no alcoholic beverages of any type are allowed on the premises.

NON-DISCRIMINATION CLAUSE

The Farmers Market will not discriminate against anyone because of race, color, creed, national origin, sex, age, disability or sexual orientation.

AMENDMENTS

The Farmers Market shall have the right, at any time and without notice, to add to or modify the terms of these Market Policies and Rules of Operation simply by communicating in writing such amended terms to the vendor. The vendor's continued participation at the Farmers Market after the date such amended terms are communicated to the vendor shall be deemed to constitute acceptance of such amended terms.