

The Market at the Mill
Farmers Market Membership/Renewal Application

2010

FARM OR COMPANY NAME _____
OWNER'S NAME _____
ADDRESS _____
CITY _____ **COUNTY** _____ **STATE** _____ **ZIP** _____
TELEPHONES (____) _____ (____) _____
CELL (____) _____ **EMAIL** _____

Type of operation: What do you grow, make, etc. (attach additional sheets or use back of form if necessary)

Farm _____

Artisan _____

Value-added _____

- New vendor-farmers: Draw a map or write detailed directions to your farm on the back of this form.
- If you will sell value-added or prepared foods, submit a copy of all current inspection forms, business licenses and any other documents

Fees \$10.00 per market attended, payable at the end of each market day

Hold Harmless Clause and Insurance

All authorized vendors participating in The Market at the Mill are independent operators and not partners or joint ventures, and shall be individually and severally liable for any loss, personal injury, deaths, and/or any damages that may occur as a result of the vendor's negligence or that of its employees, agents, and associates. All vendors are required to sign the Hold Harmless Clause included in the Market application. All vendors agree to indemnify and save The Market at the Mill, the City of Villa Rica, and the Carroll County harmless from any loss, costs, damages, and other expenses including attorney's fees, suffered or incurred by The Markets at the Mill by reason of vendor's negligence or intentional misconduct or that of its employees, agents, and associates; provided that the vendor shall not be liable for nor required to indemnify The Market at the Mill, the City of Villa Rica, or Carroll County for the negligence of any of them or that of their servants, agents employees or associates. Because no insurance is provided at The Market at the Mill concerning vendors, **each vendor must carry his or her own personal and product liability insurance. Furthermore, vehicle liability insurance is required to cover any damage caused to persons or property by a vendor's vehicle.**

I acknowledge that I have read and understand this application. I have been provided a copy of The Market at the Mill Standards that govern this operation and will abide by these policies. I further agree to allow representatives of The Market at the Mill to visit the premises where the products I intend to sell are produced or grown.

Signed _____ Date _____

Mail this signed application to:

The Market at the Mill, c/o The Day Planner, Rhonda Case, 358 Oakhaven Way, Villa Rica, GA 30180

The Market at the Mill

Market Standards

Mission Statement

The Market at the Mill (Also known in this document as The Market) will foster land stewardship, good health, and community interaction by creating an outlet for small farmers to market locally produced products directly to the consumer. The Market will provide a foundation for building partnerships among farmers, agriculturists, consumers, and the business community.

Promotion

The images of the Market will be promoted as a place for social interaction and as a source for locally produced agricultural products. Among the other aspects of the Market to be emphasized are the cultural and economic importance of supporting local farmers and the nutritional benefits of eating fresh foods.

Region

Participating farms must be, at least, partially in the local region, specifically Carroll County, Georgia and adjacent counties including Haralson, Paulding, Douglas, South Fulton, Coweta, and Heard counties in Georgia, and Randolph, and Cleburne counties in Alabama. The Market Manager will consider any farm outside this region on a case-by-case basis.

Dates and Hours of Operation

The Market at the Mill operates on Wednesdays from 4pm through 8pm. The 2010 season will begin on June 30 and run through September 30. Subsequent seasons will begin April 30th and proceed through September 30th. As with other outdoor markets, there is no alternative location for inclement weather.

Who Can Sell

Sellers are all persons who actually produce the fruit, vegetables, plants, herbs, flowers, eggs, baked goods, jellies, jams, honey, and/or other approved products that they intend to sell at the Market. Also:

1. All sellers must be approved members in good standing of The Market at the Mill. All sellers must sign a Vendor Application for the current year.
2. Georgia law requires that all sellers must have all required health department, Georgia Department of Agriculture, USDA, and any other applicable Federal, State, or Local licenses.
3. All produce and products must be grown and/or produced by Market members.
4. Produce may be brokered (sold by others) only for members of the Market in good standing. The broker-member must submit an application showing the products he or she intends to sell and whom they are grown/produced by. Brokered items will be considered on a case-by-case basis. Brokered produce may not exceed %50 of a vendor's items and is subject to approval by the Market Manager. Such produce must be labeled at the stand and grower identified.
5. Non-farmed crafts and value-added food products, produced by a Market member, may be sold with Market Manager approval. Farmers who produce as dependent on market needs.
6. Value-added products – jams, jellies, salsas, hot sauces and similar products must have at least one major ingredient grown by the vendor (e.g. grow the muscadines in muscadine jelly). Baked goods are exempt from this rule. However, the Market Manager must give approval for baked goods.

What Can Be Sold

The Market at the Mill is operated for its members, who are the original producers of the items being sold. It is designed to support local, small-scale farmers and gardeners with extra produce by providing a marketing opportunity for their produce and farm-related items. Booths are to reflect this goal. Any crafted items are to be made primarily from what the seller's land has produced, second hand, and flea market items are not allowed. No produce or other items of any kind

may be purchased from another source by a member to be resold “as is”. The producers themselves, their family members or farm/garden workers are expected to be present at the market to sell their items.

Approved products include:

1. Any vegetable, flower, sprouts, or herbs grown by the member from seed, sets, or seedlings.
2. Any fruits, nuts, berries grown by the member from trees, bushes, or vines on the seller’s property.
3. Any plant grown by the member from seed, seedling, cuttings, or division bulbs and seeds propagated by the member.
4. Eggs products by the member’s poultry.
5. Honey produced by the member’s bees.
6. Fresh baked goods made by the member. All baked goods must be wrapped and labeled with ingredients and be made in a USDA approved kitchen following all applicable Federal, State, and local rules and regulations.
7. Value-added agricultural products such as dried tomatoes, jams, sauces, pastas, chickens, meat, honey and eggs. Vendor must have appropriate licenses and adhere to all applicable Federal, State, and local laws, ordinances, and requirements.
8. Plant and animal products grown and crafted by the member, (wreaths, garlic braids, herbal salves, dried fruits).
9. Compost, works, or worm castings produced and bagged by the member. No topsoil or unbagged compost may be sold.
10. Booths for taking orders for animal or animal products.
11. Indigenous wildcraftings made by the member, (bark baskets, kudzu products, bittersweet, ...) and gathered on the member’s property or where the member has permission.
12. Wool from member’s animals.
13. All prepared food items must be prepared in a certified kitchen and must also meet all applicable state and local health regulations. Vendors must submit a copy of all inspection forms, business licenses (if required by their county) and other documents with their yearly membership application. All such forms, licenses, and other documents must be available for inspection at any time by the Market Manager.
14. Crafted-items – each vendor’s items will be juried by the Market Manager on a case-by-case basis
15. Such other products as may be approved by the Market Manager.

All products must be raised, harvested, prepared for resale, packaged, and displaced in accordance with proper local, state, and federal regulations.

In order to ensure all appropriate market mix, vendors are permitted to sell only the items that the Market Manager approves for them to sell. Vendors who want to introduce a new product after their application is approved must contact the Market Manager to do so.

All fees are to go to the promotions of The Market at the Mill, and payment of any application expenses included but not limited to the Market Manager, public relations, advertising, market supplies, market fixtures, and customary business expenses.

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| 1. Weekly booth fee: farmers, artisans, and non-farmer value added vendors. | \$10.00 |
| 2. Weekly booth fee: cooperatives or groups of 3 or more individual vendors. | \$20.00 |

It is the responsibility of the vendor to turn in payment of his or her own weekly fees to the Market Manager. Fees must be paid at the end of each market day. If fees are not paid in a timely manner, vendors may not reserve a booth for the following weeks until all fees are paid.

All vendors are independent entities and as such are responsible for paying all applicable taxes and/or Federal, State or Local fees. Check the local, State, and other applicable regulations to see how they apply to you.

Reservations and Booth Assignments

1. Each booth space is 10'X10' (subject to the Market Manager's modifications). Vendor's tent and display must stay within the allotted space.
2. Vendors may not spill into another's space without that vendor's and the Market Manager's permission.
3. Week-to-week assignments are to be made by calling the Market Manager. The assignments will be made on a first-come-first-serve basis, subject to the right of the market manager to arrange the various booths for maximum positive impact.
4. Yearly booth reservations are available to vendors willing to commit to 75% or more of markets. For the first year the yearly booth selection will be made by lottery. Subsequent year's reservations are subject to Market Manager's assignment based upon seniority and market needs. Seniority is determined by the previous year attendance. Ties will be broken by total market attendance. Ties from this will be broken by lottery.

Absence Penalty

The strength of any farmer's market is the presence of a number of vendors with a diversity of products. When you sell at the market, you are operating as a small business. As with any business, your customers must be able to count on your regular presence. Similarly, for this market to be a success, and for your business to be a success, you must be able to count on the regular attendance of other vendors and they must be able to count on you. Continuity and reliability are critical. For this reason an absence penalty of \$15.00 shall be assessed to any vendor that does not notify the Market Manager by 5:00pm Monday that they will not be selling at the Market on the following Wednesday. Exceptions to this rule are illness, accidents, family or crop crisis, and other instances deemed to be a legitimate emergency by the Market Manager.

Setup and Parking

1. Vendors must be on site to set up between 3pm and 3:30pm.
2. All vehicles must be moved off the Market lot by no later than 3:45pm. Vendors may not move their vehicles in or out of the Market area during hours of operation, subject to the discretion of the Market Manager. Please park in the designated vendor parking area.
3. Vendors are independent entities and as such are liable for all application insurance.
4. Vendors must clearly display all applicable licenses.
5. Vendors are responsible for their own display, tables, umbrellas, and money. Tents will be provided for each vendor, however it is the responsibility of the vendor to take down tents at the end of each market day. Each vendor is responsible for keeping its booth space clean, and to tidy up before leaving. Vendors must remove all trash and dispose of it properly. Vendors may not use public trash receptacles for market trash.
6. Vendors must secure their own equipment so that the provided tents will remain stationary in case of windy or inclement weather, and not pose a risk to human safety.
7. Vendors must post prices for all items. All products must be clearly labeled and in compliance with any Federal, State, or local regulations or requirements.
8. Sellers are encouraged to present their product in the best light and offer high quality fresh produce.
9. Vendors selling by the pound must use a scale certified by the Georgia Dept. of Agriculture. The Market will arrange for the GA Dept. of Agriculture to come out and certify scales at the Market once a year. If any vendor misses this day it is his or her responsibility to contact the GA Dept. of Agriculture individually to have the scales certified.
10. Vendors, their employees, and associates shall dress and act in a professional manner with customers, vendors, and staff. The Market Manager will address any disputes of such.
11. The Market Manager has the right to require a vendor to change his or her display if it is deemed to present a safety risk or other wise does not comply with Market rules.
12. Vendors must keep their displays up until the end of market. All displays and vehicles must be removed from the market lot no later than 8:45pm.

Farm Inspection

The Market at the Mill, Market Manager reserves the right to visit any Member's farm or place of production at any time; such inspections may or may not be announced. The primary purpose will be to determine whether the Member is in fact producing all he or she is selling at the market in the manner claimed in the application and as indicated by the booth signage. This may be necessary if the origin of the product is in question.

Compliance with Market Standards

Compliance will be the responsibility of the Market Manager. After giving the vendor an opportunity to be heard, the Market Manager will determine whether there has been a violation. If the Market Manager determines that there has been a violation, the Market Manager will take whatever action it, in its sole discretion, deems appropriate and just. The Market Manager retains the right to limit or revoke any vendor's membership in The Market at the Mill.

The following items are prohibited: firearms, alcoholic beverages (except those for legal sale), and pets.

The Market at the Mill Hold Harmless Clause and Insurance

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Vendor/Customer Conflicts

Any conflict, or potential conflict, which may arise between a vendor and a customer, must be brought to the attention of the Market Manager for mediation, and should further action need be taken, to the Downtown Development Authority of Villa Rica.

Market Manager

The Market Manager is responsible for running the Market. All disputes are to be brought to his or her attention. The Market Manager has ultimate discretion with respect to all matters concerning the Market. The Market Manager will be hired by the Downtown Development Authority of Villa Rica and answer only to it.

Guest Vendors

Guest vendors may be invited to the market to participate at guests for special events or some other limited purpose. The Market Manager prior to participation must approve Guest Vendor participation. Guest Vendors are exempt from the membership requirement and may have booth fees waived.

Chefs

On days of Chef Demonstrations, the chef will be walked through the market to meet the farmers. Please offer the chef anything he or she wants for the cooking demonstration. Generosity pays off with the chef usually recognizing the farmer who donated the items used. The chef is not paid for his or her time and our hospitality in exchange for this free service is crucial. Any vendor wanting to sell at a featured restaurant is asked to wait until after the demo is completed to speak to the chef in this regard.

Special Events

From time to time the Market Manager may sponsor special events (i.e. Live Music, Holiday Celebrations, Festivals, etc.) Vendors are asked to accommodate and support these events, as they benefit the entire Market.

Modifications

Any modifications of the rules and regulations governing the Market must be approved by the Market Manager and Downtown Development Authority of Villa Rica; unless required by a public authority or applicable law.