

## **SALEM FARMERS MARKET RULES AND HANDBOOK**

The Salem Farmer's Market is owned and operated by the City of Salem as a service to area farmers and residents. The Salem Farmer's market is under the direction of the City Market Director. A market manager is available to answer questions and help vendors during most morning market hours. Special events are handled through the market and the City's Special Events Coordinator.

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#### **I. TYPES OF VENDORS**

**Vendor**- Anyone who is permitted to sell at the Salem Farmer's Market.

Only locally produced products will be permitted to be sold on the market. Local is defined as made within a 50 mile radius of the City of Salem, or from the adjacent counties (interior cities and towns included) of Roanoke, Franklin County, Botetourt County, Bedford County, Craig County, Montgomery County, and Floyd.

\*Full Season Vendor - A vendor who has signed a contract with the City of Salem to sell for the entire market season from April 1 to Dec. 31.

\*Long Season Vendor - A vendor who has signed a contract with the City of Salem to sell for any six consecutive months during the market season.

\*Short Season Vendor - A vendor who has signed a contract with the City of Salem to sell for any three consecutive months during the market season.

\*Monthly Vendor - A vendor who rents a space on a month to month basis depending upon availability.

\*Daily Vendor - A vendor who rents a space on a daily basis depending upon availability.

\*Farmer - A vendor who primarily sells produce/plants raised by him/her.

\*Food Vendor - A vendor who sells home-baked or home-canned goods.

\*Primary Renter - A vendor who has the first option to occupy a stall for which he or she has paid.

\*Secondary Renter - A vendor who has made an arrangement with the Primary renter and the Market Director to occupy a space during the Primary renter's absence. The Primary and secondary vendors both pay the same fees, and scheduling stall space is worked out between the two vendors. The primary vendor retains the first option for the space. The City is not responsible for working out the schedule or making sure of its adherence.

## II. TYPES OF MERCHANDISE

1. All produce vendors must sell only what they personally grow/produce on their own property or leased property. Growing is defined as “the complete care-feeding, tending, harvesting, cleaning, and hauling—of that product in the season that it is sold.”

Vendors must sign an agreement which allows the Salem Farmers Market staff to visit their farms or leased properties to verify to the best of their ability that products on the market are being grown on site. (Baked goods and crafters are exempt from this.) See copy of ‘permission to visit’ on back attachment.

2. Vendors may purchase up to 25% of what is on their table. However, those products must still meet the “locally grown by a local farmer” requirements. (Example: no out of season tomatoes unless they are grown in a local greenhouse facility )Purchases may not be made from a commercial produce wholesaler and must be made directly from the local grower/producer/pick your own establishment. Any resale items must be accompanied with a receipt of purchase from the grower for our market manager to inspect. Receipts should have the name of the farm/facility, a contact name, and a telephone number. Resale products should be labeled for the public with a card designating the farm/facility of origin and/or general location of production. (Example: Jone’s Farm Floyd, VA)

3. The following merchandise may be sold at the Salem Farmers Market:

Food Items –Locally grown produce, honey, cheeses, and eggs are acceptable provided that they meet all local, state, and federal governmental regulations for retail sale and are maintained at an approved temperature until sold.

Baked Goods- Cakes, brownies, fruit pies, breads, etc. are acceptable. No cream filled pastries, custards or items filled with dairy products (cream puffs, etc. filled with non-dairy filling are acceptable).

Canned Goods- Home canned foods (low acid) products such as vegetables, meats, etc. may not be sold. Home canned (highly acidified) vegetable products such as pickled cucumbers, pickled beets, chow-chow, etc. can be sold if the vendor has an inspection report from the Dept. of Agriculture (Bureau of Food Inspection 857-7344). Jellies and jams are acceptable as long as they are labeled properly.

All Baked and Canned Goods must be labeled with: name of product, net weight (or count), ingredients in order of predominance, manufacturers name, and address.

Meats- The market allows the following meats to be sold on the market with proper approved application permit: grass finished beef, goat, lamb, and pork. These are allowed with the following stipulations: Vendors certify that their meats are from an animal raised solely by the vendor from start to finish. If animal is not born on their farm, the vendor can vouch that their animal still meets the requirements of being hormone and antibiotic free when purchased, and throughout the remainder of its growth cycle, and vendor has raised the animal for a minimum of at least 6 months. Products meet all local, state, and federal governmental regulations for retail sale and are maintained at an approved temperature until sold. Proper labeling and necessary processing inspection reports are required for market sales and paperwork must be available for market management if requested.

In addition:

Beef- must be pasture raised, finished on grass, and receive no hormones, preventative antibiotics, or grain. Animals are raised on pastures that are rotationally grazed, free of pesticides and herbicides.

Goat and Lamb- must be pasture raised, and receive no hormones or preventative antibiotics. Animals are raised on pastures that are free of pesticides and herbicides. Animals are not supplied

with feed or supplements containing any animal by-products, antibiotics, chemical wormers, or any other drugs.

Pork- free of preventative antibiotics, synthetic hormones, or pesticides in production. Feed given should have contained no antibiotics, chemical wormers, or any other drugs. Allowed to have regular access to the outdoors with plenty of room to move around and express natural behaviors.

Non-food Items - Products not sold for consumption. Examples: New handmade items made by the vendor from homegrown products or collected natural materials. For example: herb wreaths, grapevine wreaths, fresh or dried flower arrangements, fresh greenery, live plants, balled and burlapped or containerized Christmas trees, beeswax candles, and handmade soaps, lotions, or fragranced items made from locally grown or collected materials (prior approval required from the Market Director).

**NOTE:** Permission to sell must be approved by the Market Director or the Market manager prior to set-up. The main function of the Farmers Market is to sell homegrown produce and that will take priority over crafts. The Salem Market Manager will have the authority to approve or disapprove any food or craft items to be sold on the Market.

### **III. HOURS OF OPERATION**

1. The Market operates Monday through Saturday from 6 a.m. until dark. The Market is open 9 months a year from April 1 through December 31. Evening hours may vary by necessity to allow setup for certain special events. Any changes in schedule will be posted in a prominent location at the Market and will be advertised in the media as appropriate.
2. The Market Director can usually be reached from 7:30 a.m. until 3:30 p.m. Monday through Friday at 375-3028.
3. The Market Manager can be reached during most mornings at (540) 375-4098 Monday thru Saturday.

### **IV. FEES**

<u>Daily fee</u>	\$5.00 per day. Vendors must pay prior to setting up in their designated stall space.
<u>Monthly fee</u>	\$45.00 per month - due on the first of the month.
<u>Short Season</u>	\$40.00 per month for any three consecutive months. To be made in one (1) \$120.00 payment due on the first of the first month.
<u>Long Season</u>	\$35.00 per month for any six consecutive months. Two payments allowed - \$105.00 due on the first of the first month and remaining \$105.00 due on the first of the fourth month.
<u>Full Season</u>	\$30.00 per month for the full season from April 1 December 31. Two payments allowed--\$135.00 due by April 1 and the remaining \$135.00 due by September 1.
<u>Stall 9</u>	Half price. No parking available. See Market Manager.

The Salem Farmer's Market is not responsible for lost or late payments sent through the mail or through a third party. We encourage you to hand deliver your rent and get a dated receipt.

### **V. LEASE AGREEMENTS AND ASSIGNMENT OF SPACE**

All vendors must contact the Market Director or Market Manager before occupying a space at the Market. Only those vendors with assigned daily, monthly or seasonal spaces will be allowed to sell on the Market.

No Vendors will be allowed to sell except from the constructed stalls, unless determined necessary due to market overflow by the market manager. These daily renters will still be charged a daily fee and may bring umbrellas and a table to set up.

1. Two businesses may not sell from a booth at the same time. Only one business is allowed to sell from a stall in the same day.
2. If a vendor has not occupied his or her assigned stall by 9 a.m. each day, the stall will be rented to another vendor for the day. If the assignee reports to the Market Supervisor that his/her stall will be empty the following day, the Supervisor can rent the stall in advance of 9 am to the first renter requesting the space. Spaces will be held open for vendors who call in and let us know that they will be late due to unforeseen circumstances.
3. Salem Market Vendors are not allowed to buy and resell items from non-market vendors on the Market property at any time.
4. Extenuating circumstances, safety and sanitation requirements, or approved special events may require and authorize the Market Manager to relocate Market vendors.
5. Proper dress will be required by all vendors and approved by the Market Supervisor. Proper language for a family atmosphere is also expected.
6. No person shall make a public outcry or give any musical or other entertainment for the purpose of drawing customers or attracting attention without prior permission from the Market Director.
7. All vendors (lessees) shall be held responsible for the actions of their employees, agents or persons working in concert with the vendor.
8. A daily stall opening will be rented on a "first-come, first-serve" basis. Any monthly or seasonal openings will be offered to current vendors according to their use of the market the previous year. In certain situations, the space will be offered to an existing secondary renter depending upon the time that they have been a secondary renter and how long they have sold on the market.
9. Compliance with requests made by city staff while performing their duties during city maintenance operations, market repairs, set ups for special events, market promotionals, or daily market operations is expected from Vendors.

#### **VI. LICENSES, TAXES, AND PERMITS**

1. Any person using the Salem Farmer's Market for the purposes of selling or offering for sale any items on the premises must comply with all federal, state, and local ordinances.
2. The collection and filing of all related taxes will be the responsibility of the individual vendor.
3. Regular vendors must have secured a current Growers Permit from the Virginia Cooperative Extension service and have it notarized by a Notary Public before they will be given a Vendors Permit by the Market Manager.
4. Homeowners selling for not more than 1 day during the season must submit an application, but do not need to set up a collection account with the Virginia Dept. of Taxation. However, homeowners selling more than once during the season must obtain a temporary sales license (Form ST50) from their local state tax district office 434-385-0813.
5. No vendors will be allowed to sell on the Market without a vendors permit. That permit must be obtained from the Market Director or Market Manager.
6. If vendors are selling resale produce (25% supplemental locally grown amount allowed per farmer on total merchandise during regular season), an Itinerant Merchants license must be secured from the Commissioner of the Revenue's office.
7. If vendors are selling prepared foods, a Prepared Food and Beverage tax application must be secured from the office of the Director of Finance.
8. All weighing scales must have a current valid certification sticker signed by the Inspector from the Virginia Department of Weights and Measures.

**FOR YOUR INFORMATION:** Vendors who sell on a regular basis need to contact the Commissioner of

Revenues Office at (540)375-3019, the Virginia Department of Taxation at (804)440-2541, and the Salem Finance Department (540)375-3061 for information that will be pertinent to them.

Remember, you the merchant are responsible to make sure that you are operating legally. Take the time to get the information that you need from the appropriate tax offices.

## **VII. PARKING AND TRAFFIC**

1. No vendor will be allowed overnight parking in the Market area in preparation for the next day's sales.
2. Stall 9 has parking and fee restrictions. See Market Supervisor.
3. Vendors may back their vehicles into their assigned stall space, any second vehicles must be parked in the regular parking spaces at the back of the lot.
4. Drivers of vehicles must, at all times, comply with all traffic signs, either marked on the pavement, erected on standards, or placed on buildings. They must also comply with the directions and orders of the Market Director or his/her authorized representative or any Law Officer.
5. Any person found in violation of the above traffic regulations and provisions shall be subject to citation or vehicle towing.

## **VIII. HEALTH, SANITATION, AND SAFETY**

1. The Market will provide, designate the location of and empty all public litter containers for use by vendors and customers.
2. The vendors will be responsible for the collection and removal of all refuse generated from sales at their stall.
3. Vendors will be held responsible to see that their stall is left reasonably clean and orderly at the end of each selling day. Failure to clean up the assigned area will result in a \$5.00 fine.
4. Use of chewing tobacco, alcohol, and snuff products will not be allowed on the Farmer's Market.
5. No vendor shall permit seepage or leakage of water or fluids from any part of their stall into the aisles or into other stalls.
6. The Salem Farmer's Market/City of Salem will not be responsible for damage or loss of any personal belongings.
7. Small children brought to the Market by vendors must be kept within the vendors' leased area or under the supervision of a designated adult.
8. Lessee and his/her representatives agree to protect and hold the Lessor harmless and to indemnify the Lessor, its officers, and employees from any and all claims demands, suits, actions, judgments, and recoveries for or on account of damage, theft, or injury (including death) to property or person occurring as a result of lessee's use of the leased property, including loss or injury resulting in the Lessee as the result of electrical or equipment failure, or any other cause whatsoever.

## **IX. STRUCTURAL**

1. Vendors must provide their own equipment and any additional set-up materials for display of items. Vendors may not use nails or other set-up materials which may permanently damage stall space.
2. No signs or advertisements are to be attached to the buildings or tables by staples, screws, nails, etc. Any sign that a vendor wishes to use in his own selling area must first be approved by the Market Manager.
3. No signs shall be used for commercial promotional activities of an advertising nature designed to attract public attention or support for a product, commodity or service which is not available for sale at such stall or the promotion for any business, political, controversial, or commercial entity.
4. Tables are not to be removed from the stall area.

5. Any needed repairs, hazardous conditions, or problems in the Market area should be reported to the Market Manager.

#### **X. SPECIAL EVENTS**

The Salem Market has several special events during the market season. Some of the events such as the "Salem After 5" concerts that are held on the Market are not sponsored by the Salem Market. Because of setup time required or safety considerations, these events may require closing of the market at 2 pm, or in closing off of the Market's parking area to the public during regular vendor hours. Anytime either of these is required, changes in schedule will be posted in a prominent location for vendors at the Market and customers will be notified through the media as appropriate.

#### **XI. Termination**

1. Failure to meet the terms of the rental agreement, to comply with approved Market procedures, or to make payment of fees on time will be considered as just cause to cancel a lease. Vendors who violate any Salem Market regulations will be first given an oral warning by the Market Director or his/her designee. The second time the violation occurs, the vendor will be given a written warning from the Market Director. The third time this violation occurs, the vendor will lose their lease with no refunds.
  
2. The Market Supervisor shall have the authority to order from the Market any person involved with or displaying any of the following acts: Public drunkenness, Inciting a riot, disturbance of the peace, loitering in certain areas, fighting / physical altercations, obstructing traffic, use of extremely obscene or abusive language, or loud or unreasonable noise. Persons refusing to leave the premises after being requested to do so by the Market Director or his/her representative will be considered to be trespassing and will be dealt with accordingly. The City reserves the right to immediately deny or revoke any stall lease of vendors exhibiting /participating in the above mentioned acts, when it is considered to be in the best interest of the Market operation.

**XII. Farm Visits Permission Sheet**

I understand and give permission for City staff or a representative of the Salem Farmers Market to visit my farm or production facility to verify my Growers certificate status. I understand that the staff or representative may visit whenever deemed necessary by the City of Salem.

Vendors signature \_\_\_\_\_ Date \_\_\_\_\_

**Producer Information:**

Provide location information for all locations where products you intend to sell are produced. And whether the property is owned or leased. A notarized copy of a signed lease agreement must be included in this packet if property is leased/co-farmed/or any other contractual agreement with the actual property owner. Attach additional pages as needed.

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

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

Location 1: Physical location and street address of primary land in production; if not able to be found via computer search, please draw map.

Number of acres at this location: \_\_\_\_\_

This location is \_\_\_\_\_ owned \_\_\_\_\_ leased

Do the farmers live at this location as well? \_\_\_\_\_yes \_\_\_\_\_no

\_\_\_\_\_  
Additional Location- Physical location and street address of additional land in production and map:

Number of acres at this location: \_\_\_\_\_

This location is \_\_\_\_\_ owned \_\_\_\_\_ leased

XIII.

ASSIGNED STALL NUMBER: \_\_\_\_\_

**SALEM FARMERS MARKET**

Vendor Application

DATE: \_\_\_\_\_  
 NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_  
 TELEPHONE: \_\_\_\_\_  
 VEHICLE LICENSE #: \_\_\_\_\_  
 VEHICLE MAKE & MODEL: \_\_\_\_\_

TYPE OF RENTAL DESIRED: Daily \_\_\_\_\_ Date(s) \_\_\_\_\_  
 Monthly \_\_\_\_\_ Month(s) \_\_\_\_\_  
 3-Months \_\_\_\_\_ Months \_\_\_\_\_  
 6-Months \_\_\_\_\_ Months \_\_\_\_\_  
 Season \_\_\_\_\_

STATE SALES TAX I.D. #: \_\_\_\_\_

PRODUCT(S) TO BE SOLD AT THE FARMERS MARKET (PLEASE BE SPECIFIC):

- |          |           |
|----------|-----------|
| 1. _____ | 6. _____  |
| 2. _____ | 7. _____  |
| 3. _____ | 8. _____  |
| 4. _____ | 9. _____  |
| 5. _____ | 10. _____ |

DO YOU PRODUCE YOUR OWN PRODUCT(S)? Yes \_\_\_\_\_ No \_\_\_\_\_

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**WAIVER:** I (we) hereby relieve the City of Salem, Virginia, its agents and employees, from any and all liability for any damage, loss, injury or costs associated with or arising from the Applicant's use and presence at the Salem Farmers Market; and furthermore, I (we) agree to indemnify and hold the City of Salem, Virginia, harmless from all claims, costs and actions occasioned by me for the use and presence at the Salem Farmers Market.

I (we) have read and understand the requirements of the Salem Farmers Market Rules and Handbook and agree to comply with all such requirements therein, as now constituted, and as may be amended in the future.

\_\_\_\_\_  
 Applicant

\_\_\_\_\_  
 Applicant

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**Approved** \_\_\_\_\_ **Denied** \_\_\_\_\_

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**Market Manager**  
*The City of Salem Farmers Market is open to all eligible vendors regardless of race, color, nation origin, sex, religion, age, disability, political beliefs, sexual orientation, or marital or family status.*

