

Norton Friends & Farmers Market Rules 2011
P. O. Box 618, Norton, VA 24273
Carmen Cantrell, Market Coordinator (276-679-0412)

1. The market will begin the **first Tuesday in June and go through October**. Time of operation is from **4 to 7 p.m.**, in the **municipal parking lot in downtown Norton, Rain or Shine**.
2. **Fees: Weekly - \$5.00 (per vendor, per market)**, payable at the opening of each market. **Seasonal Vendors – Fee is pro-rated** based on number of markets in the season, and **seasonal vendors are given first choice of a permanently assigned vending space**. Seasonal fees are due by or on the first market day of the season. (Talk to Market Coordinator for more information on seasonal vending.)
3. **Vendor set up begins at 3:30 p.m. on market day (absolutely no earlier)** and all vendors must be in place by **4:00 p.m.** (See market coordinator if exemption is needed.) **NO VENDOR MAY BEGIN SELLING BEFORE 4:00 p.m.—NO EXCEPTIONS!** All vendors are responsible for bringing their own tables, tents, chairs, change, signage, extension cords, tape, decoration, and display equipment. **Vendors must sign an agreement to follow market rules before vending.**
4. **All Items sold at the market must be grown or produced by the seller; items may not be purchased elsewhere for resale at the Norton Farmers Market.** We reserve the right to inspect the origin of any items sold.
5. **Any items to be offered for sale that are not grown or made locally** must first be approved for sale by the Market Coordinator to ensure that the items meet the purpose of the Norton Friends & Farmers Market. The source of these items must be clearly displayed at the point of sale.
6. **Homemade baked goods (made from scratch), candies, jams/jellies, apple butter, and molasses made by the seller** can be sold at the market if they meet all State health requirements. All baked goods should be individually wrapped. **Each item must be labeled with name of product, name and address of the producer, list of ingredients in order of predominance, net weight notation, and the Virginia state disclaimer: “Not for resale – Processed & prepared without state inspection.”** *(Please Note: Compliance with the Department of Agriculture guidelines and restrictions is the sole responsibility of the vendor. Vendors must demonstrate to the Market Coordinator their compliance with all guidelines. For further questions, contact **Chris Salyer of the Virginia Department of Agriculture and Consumer Safety at 276-220-3210 or Christopher.Salyer@vdacs.virginia.gov**)*
7. **Honey** can be sold if the vendor sells less than 250 gallons annually. The State of Virginia requires that all honey be labeled as follows: **“Processed and prepared without state inspection. Warning: Do not feed honey to infants under one year of age.”**
8. **Meats** must meet the requirements of the Food Inspection Section of the Virginia Department of Agriculture and Consumer Services, and be processed in a USDA inspected facility and have a Department of Agriculture stamp. **All meat inspections are the responsibility of the vendor.** **Poultry:** Up to 1,000 birds may be sold annually without inspection or labeling requirements. **Dairy** products must be processed under “Grade A” dairy permits. **Eggs** must be clean and labeled with name and address of the vendor. If eggs are ungraded, they must be labeled as such.
9. **Potentially hazardous food items stored and/or displayed to sale, (including poultry, meats, eggs and cheese) must be maintained at or below 41° F.** An ice chest can be used for cooling. **Cutting and sampling of food** items is allowed if items are kept in a covered container, and measures are taken to prevent potential contamination of individual servings.
10. **Please see Market Coordinator before selling hot, ready-to-eat foods.** Only individuals approved by the Virginia Department of Health can sell hot, pre-prepared foods at the market. A copy of current food vending license must be provided to Market Coordinator.
11. **Locally produced wine** may be sold with prior permission of the market steering committee and City of Norton. **Absolutely NO OPEN containers of alcohol** will be permitted in the farmers’ market area.
12. **Pet food** must be labeled with name of product, animal it is intended for, quantity statement, and list of ingredients.

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Rules – Continued:

(NOTE: For further details on specific regulations, contact the following: **Dairy Services**-804-786-1452; **Meat & Poultry**- Barry Jones at 434-947-6731; **Pet Food**-John Wampler at 804-382-1433; **VDACS Weights & Measures**-276-228-5501)

13. **Craft sales** are permitted provided items are handmade by the vendor, his/her family. **Items may not be purchased elsewhere for resale at the Norton Farmers Market.**
14. **Prices for items shall be established by individual vendors.** Collusion among vendors to exert pressure or persuasion to cause any vendor to increase or decrease selling prices is prohibited.
15. **Vendors are responsible for any applicable tax obligations – 5% non-food items, 2.5% food items.** (*Sales Tax: Virginia State Law requires all vendors to register with the Virginia Department of Taxation, and to collect and report sales taxes. Information and applications can be obtained from the Virginia Department of Taxation, PO Box 1114, Richmond, VA 23218-1114. www.tax.virginia.gov, Phone: 804-440-2541*)
16. No **live animals** can be sold. **Vendor pets** are not allowed in the market area.
17. **Appropriate language and dress** is required due to the family atmosphere of the market. **Vendor smoking is not allowed in the table areas.**
18. **Vendors will leave their spaces empty, picked up and clean** at the end of the market day.
19. It is the **responsibility of vendors to satisfy customer complaints.** The Market Coordinator may ask vendor to leave in the case of multiple customer complaints or if vendor activity jeopardizes the smooth running of the market.
20. Vendor participation is voluntary in the **USDA Supplemental Nutrition Assistance Program** (food stamps) and/or **Virginia's Senior Farmers' Market Nutrition Program** (coupons for low-income seniors). **Any vendor who wishes to accept these benefits at the farmers' market must agree to comply with all rules and regulations governing participation in these programs. The Market Coordinator and/or City of Norton reserves the right to ask any vendor not in compliance with program regulations to leave the market.** For questions or more information, please talk to the Market Coordinator.
21. Vendors are solely responsible for their supplies, money, and product. **The Norton Farmers Market Committee and the City of Norton and its employees and agents or officials are hereby released from any responsibility or liability for loss, damage, or theft of merchandise while at the Market.**
22. **Vendor (lessee), by signing this document, agrees to follow all rules set herein, and agrees to protect and hold the Norton Friends & Farmers Market Steering Committee and City of Norton harmless and to indemnify the leaser from any and all claims, demands, suits, actions, judgments and recoveries for or on account of damage, theft, injury (including death) to property or person occurring as a result of lessee's use of the leased property and any other cause whatsoever.**

Signed by: _____

Date: _____

Print name clearly: _____