

Williamsburg Farmers Market
2017 Alcoholic Beverage Vendor Policies and Procedures

MARKET ELIGIBILITY - All vendors must participate in production of the produce or items they sell.

MARKET DATES, DAY, HOURS, OF OPERATIONS - The Williamsburg Farmers Market (hereafter, "the Market") will be open, rain or shine, Saturday February 11, 2017 from 8:00 a.m. – 12:00 p.m.; Saturdays, March 4 through November 25 from 8:00 a.m. to 12:00 pm. and December 9, 16 and 23 from 8:00 a.m. to 12:00 p.m.

LOCATION - The Market is located at 402 Duke of Gloucester Street in Merchants Square between Boundary and Henry Streets in Williamsburg, Virginia. Parking and public restrooms are available.

MARKET MANAGER - The Market Manager will be present at the Market during operation. If questions or problems arise on Market Day, they will be resolved by the Market Manager, or at the Manager's discretion, referred to the Board.

APPLICATION REQUIREMENTS, AGREEMENTS, PERMITS AND FEES

Sales tax - All vendors are required to have Virginia State Sales and Use Tax Certification number. Vendors must collect these taxes at the Market.

Liability insurance - The Market requires vendors to be covered and to provide this insurance certificate. The Williamsburg Farmers Market must be listed as the Certificate Holder.

Fees - Fees collected are for promotion and operation of the Market. Vendors will remit 6% of the daily sales to the Market. This fee is to be paid at the end of a Market or no later than the Wednesday following the Market. The sales/fee form is due the Monday following the market by phone, email, or fax.

Market and "Hold Harmless" Agreement - This agreement means that the vendor verifies that all information is accurate and will hold the Market Manager, Volunteers, and Board harmless concerning product liability or other factors that relate specifically to the vendor's business practice.

Remote Site License – to be obtained by the Vendor and displayed during the market.

COMPLIANCE

The Market Manager will enforce all policies and procedures in the Market. Violations of these Market Policies and Procedures will be reviewed by the Board. Any vendor found not in compliance will be given a written notice and may be subject to exclusion from further participation in the Market.

SPACE ASSIGNMENT, SET UP, AND TAKE DOWN

The Market Manager will make the assignment of spaces, approve the use of trucks, and design the business operation "mix" of all the selling spaces in order to enhance the total operation of the Market.

- Vendors may begin to set up at 6:00 a.m. and are required to complete their set up by 7:45 a.m.
- Contact the Market Manager if you need to be absent or if you are running late.
- The Market opens at 8:00 a.m.
- Vendors are required to stay until Market closes.
- Vendors are required to stop selling at 12:00 p.m.. They must leave their spaces clean and remove their display and truck by 12:30 p.m.
- No subleasing of space will be allowed.

DISPLAYS

- All tents, canopies, pop-ups, umbrellas, signs, and display items must be approved by the Market Manager and must be securely anchored.
- Use of vehicles at the Market must be approved by the Market Manager based on the needs of the vendor.
- Vendors must keep their display of goods strictly within the confines of spaces assigned by the Market Manager. Vendors may not block the entrances to stores.
- At no time shall the safety or convenience of customers or vendors be compromised by any vendor's display.

Vendors will clearly display prices of all items and post their business name and location.

VENDOR RESPONSIBILITIES

Cleanup Requirements: Vendors are responsible for all trash and garbage generated by their respective businesses. The market area must be left clean and free of all products and debris.

Regulations: Vendors are responsible for all appropriate labeling, licenses, product inspections, weights, measures, and pesticide rules. Accuracy of scales/weights is the responsibility of the vendor. At all times, items sold in the Market must meet requirements of all applicable health and sanitation codes, as well as local, state, and federal agricultural requirements. It is the sole responsibility of the vendor to ensure compliance. The vendor must cooperate with state inspections at the Market.

Accident/Injury: Any accident or injury must be immediately reported to the Market Manager or Security. Anyone participating in the market, whether vendor, customer, or otherwise, attends at his or her own risk. Vendors will operate at their own risk and assume liability from the customers.

Prohibited Activities: Music or other broadcasts from radios, stereos, etc. must be kept within the limits of the Williamsburg Noise Ordinance.

Reports: Vendors must complete their Sales/Fee form and return it by the Monday following the market. Vendors will remit 6% of all market sales to the Market. This fee is to be paid at the end of a Market or no later (7) days following the Market.

Required: To sell alcoholic beverages, a remote license from the ABC authorities is required. The WFM is an ABC Off-location.

Suggestions/Comments: Vendors with suggestions or comments must submit written, signed statements to the Market Manager.

**Williamsburg Farmers Market
2017 Alcoholic Vendor Application**

Please inform Market Manager of changes/additions to this form

Business Name _____

Business Owner(s) _____

Names of person(s) to sell at the Market _____

Type of Business:
 Sole-Proprietor Partnership Other (specify) _____

Mailing Address _____
City _____
State _____ Zip _____
Phone(s) _____
E-Mail _____

Winery Address (<i>if different</i>) _____

County _____
Website _____

Sales tax identification number: _____ Sales tax _____%

Distance from Market _____ miles _____ hours

Space needed at Market: Vehicle _____ Tent _____

Vineyard Acreage: Total _____ Cultivated _____ Owned _____ Leased _____

List and describe what you plan to sell (be specific):

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Please indicate the dates you plan to attend:

Liability insurance - Company _____ include "Acord" copy with Certificate Holder as Williamsburg Farmers Market, 202 Quarterpath Rd

Have permits and certificates available at Market – to include Remote Site License: _____

Please attach directions to your vineyard or business from Williamsburg.

RETURN COMPLETED APPLICATION TO:

**Tracy Herner, Manager
Williamsburg Farmers Market
202 Quarterpath Road
Williamsburg, VA 23185**

**Email: therner@williamsburgva.gov
Office: 757-259-3768
Fax: 757-259-8064
<http://www.williamsburgfarmersmarket.com>**

**Williamsburg Farmers Market
2017 Market Agreement**

This Agreement is made this _____ day of _____, 2017, between the undersigned Vendor and the Williamsburg Farmers Market ("the Market") for the 2017 season. This agreement becomes effective when the Vendor's application for acceptance as a 2017 alcoholic beverage vendor has been approved and this agreement has been signed by the Market Manager.

In exchange for permission to participate as a Vendor in the 2017 season of the Market, the Vendor agrees to the following:

1. The Vendor will be bound by the published Policies and Procedures of the Market.
2. The Vendor acknowledges that admission to the Market and Market space assignments are made at the discretion of the Market Manager. This Agreement is not a guarantee by the Market that the Vendor will be permitted to sell at the Market throughout the planned season, nor is it a guarantee that the Market will operate for the entire planned season. Permission to participate may be revoked or suspended by the Market Manager as a result of violations of this Agreement.
3. The Vendor will attempt in good faith to resolve any disputes without resorting to litigation. The Vendor will limit any claim against the Market, its employees or agents, or its sponsoring organizations, resulting from a suspension or termination of permission to participate in the Market, or resulting from the Market ceasing operations, to a pro-rate refund of the annual application fee. If the Vendor does pursue litigation and is unsuccessful, the Vendor agrees to pay all costs incurred by the Market, its employees and agents, or its sponsoring organizations, in defending that claim, including attorney's fees.
4. The Vendor will be responsible for all claims arising from its participation in the Market, including, without limitation, personal injury, property damage, and product liability, and agrees to save, defend, hold harmless and indemnify the Market Manager, City of Williamsburg, the Colonial Williamsburg Foundation, the Merchants Square Retailers Association, the Virginia Cooperative Extension Service, and all of their agents and employees, including those serving on the Williamsburg Farmers Market Advisory Board, from and against any and all claims, loss, damage, injury, costs and charges, including court costs and attorney's fees, liability or exposure, however caused, resulting from, arising out of, or in any way connected with the Vendors participation in the Market, performance of this Agreement, or obligations under the Market Policies and Procedures.
5. The Vendor agrees to provide the Market with a certificate of general liability and property damage insurance, including products liability coverage, in the amount of at least \$300,000.00, naming the indemnitees listed above as additional insureds.

NAME OF BUSINESS: _____

VENDOR

PARTNER

ACCEPTED this _____ day of _____, 2017.

WILLIAMSBURG FARMERS MARKET

By _____
Tracy Herner, Market Manager