



Damascus Farmers Market
P.O. Box 576 Damascus, VA 24236
Contact: farmersmarket@damascus.org

RULES, REGULATIONS AND AGREEMENT 2024

General Information:

The Damascus Farmers Market is located at Laurel Creek Park at 127 West Imboden Street. The Market is on Saturday mornings, May to October. Market hours are 9 am to noon – (Vendor set-up 8-9am; and tear-down 12-1pm).

Coordinators:

Market Manager: Donna Foltz, farmersmarket@damascus.org
Town Council Representative: Beaty Jackson, beaty.jackson@damascus.org

Vendor Categories:

1. **Farm products:** vegetables, fruits, plants, flowers, seeds, and animal products. (must comply with sanitation, health & safety regulations)
2. **Prepared foods:** Homemade baked goods, jams, jellies, canned foods, and beverages. (must comply with sanitation, health & safety regulations)
3. **Arts/Crafts:** Non-edible handmade items such as carvings, artwork, jewelry, soaps, lotions, wreaths, etc. (crafts must be approved by Managers)
4. **Meat:** Must be processed in a USDA-inspected facility with a Department of Agriculture stamp.
5. **Alcoholic beverages:** Sales are permitted with these provisions:
 1. Produced by local vendor and sold in a sealed and clearly labeled container.
 2. Vendor meets all State of VA and VDACS rules and regulations for alcohol sales.
 3. Product may not be consumed on premises. (Special tasting samples must be approved by management.)

License, Taxes and Permits:

1. Any person using the Farmers Market for the purposes of selling or offering for sale any items on the premises must comply with all applicable federal, state, and local ordinances.
2. The collection and filing of all related taxes will be the responsibility of the individual vendor.

Fees:

1. Full-season, May – October (26 Saturdays, 15% discount): **\$220**
2. Weekly setup fee: **\$10.00 cash**
Half-season, May – July (13 Saturdays) *OR* August – October (13 Saturdays): **\$110**
3. It is the sole responsibility of the vendor to make sure their fees are paid on time. No refunds are possible. Weekly space lease and all new vendors must check-in and pay the Market Managers prior to set up.
4. Weekly vendor – first come first served for space.
5. Pay in advance for full-season or half-season = permanent space assignment!

Lease Agreements and Assignment of Space:

1. All vendors must contact the Market Managers and pay in full before engaging in business or occupying space at the Market. **The Market Managers will assign space** and collect fees as applications arrive.
2. Subleasing of spaces is prohibited. A shared lease is permitted, but all parties' names must be listed on the application.
3. The Market Managers reserves the right to cancel any lease, and to change space allocations when it is considered to be in the best interest of the Market operation.
4. All vendors shall be held responsible for the actions of their employees, agents or persons working in concert with their stand.

Sanitation, Health and Safety:

1. The vendors will be responsible for the collection and removal of all refuse generated from sales and activity at their space.
2. Each vendor is responsible for leaving his/her space clean at the end of Market.
3. It is unlawful to sell open containers and consume alcoholic beverages on the Market property except "tasting samples" as noted above.
4. Vendors must keep all merchandise, refuse and personal property within the defined space allocated in their rental agreements.
5. Prepared foods, eggs and animal products shall be maintained in accordance with all Health Department and VDACS rules and regulations. Upon request, vendors must demonstrate to the Market Managers their compliance with all guidelines. All vendors who are planning to sell prepared food should contact the VDACS Food Safety Specialist to discuss compliance with current inspection requirements (276-220-3210).
6. Meat must be processed in a USDA inspected facility and have a Department of Agriculture stamp, except poultry and other meats exempted by Virginia Law. All meat inspections are the responsibility of the vendor. All meat shall be stored in accordance with Health Department and VDACS rules.
7. No vendor shall permit seepage or leakage of water or fluids from any part of their space into the public areas or other vendors' spaces.
8. Children under 14 years of age must be supervised by an adult at the Market.
9. Vendors may not bring dogs, pets or live animals (for sale or otherwise) onto Market property except as provided by state or federal laws (i.e., hearing, guide, and service animals).
10. Vendors are responsible for the individual safeguarding of their products, supplies, and money. The Damascus Farmers Market and its representatives and the Town of Damascus is not responsible for loss or theft.

11. Vendor (lessee), by signing the Vendor Application, agrees to protect and hold the Damascus Farmers Market (lessor) and the Town of Damascus harmless and to indemnify the lessor 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 and any other cause whatsoever.

General:

1. Proper dress and an orderly space will be expected from all vendors. Proper language & conduct for a family atmosphere will be required.
2. Vendors must provide their own table, equipment, and any set-up materials for display of items.
3. It is the responsibility of vendors to satisfy customer complaints. The Market Managers may cancel a vendor's lease in the case of multiple customer complaints or if vendor activity jeopardizes the smooth running of the Market.
4. No open flames (grills) are permitted on Market property without the prior approval of the Market Managers.
5. Photographs and videos taken related to the Damascus Farmers Market may be posted on the Market Website, Social Media and/or used in advertising in an effort to promote the Market.
6. The Market Managers have the authority to terminate the lease of any vendor who fails to comply with the rules and regulations of the Damascus Farmers Market.

We (I) agree to these standards, rules, and regulations:

X _____ Date: _____
Signature of Vendor(s)

Printed Name of Vendor(s)

X _____ Date: _____
Signature of Manager(s)

Printed Name of Manager(s)