

THE ONANCOCK MARKET

FARMERS + WATERMEN + ARTISTS + ARTISANS

INFORMATIONAL OVERVIEW

- ◆ The Onancock Farmers and Artisans Market, Inc. (hereafter, “The Market”) is a 501 (c) (3) organization created for the benefit of the citizens and visitors of Onancock. Fees collected are for promotion and operation of the Market.
- ◆ The Market is a local vendor-produced only market. Vendors grow, raise, catch or make what they sell. Value-added products are permitted for sale if approved by the Market Manager in advance.
- ◆ Vendors must apply and be approved to attend markets.
- ◆ Vendors sign a yearly agreement and agree to adhere to The Market Policies.
- ◆ New vendors pay a one time \$40.00 application fee, The application fee is waived for vendors returning from the previous season.
- ◆ The weekly space rental fee is \$15.00.
- ◆ Vendors supply their own tents, tables and other equipment.
- ◆ Electrical hook-up is available for an additional fee.
- ◆ Vendors must collect sales tax and remit to the state of VA.
- ◆ Vendors are required to hold the certifications and licenses required for their products.
- ◆ Growers may apply to be a full season vendor or, a grower who raises a single crop may apply to be an occasional vendor for the time that crop is in season.
- ◆ Artists and Artisans may apply to be full season vendors or occasional vendors.
- ◆ One tent space is available weekly free of charge to educational / community service groups. Our goal is to preserve the character of the market as “neutral ground”, a welcoming, relaxed place where everyone can come to shop and visit with friends without encountering market-sanctioned spokespersons promoting political opinions or religious beliefs. For this reason the space is limited to use by the groups specified above. The space must be reserved in advance.
- ◆ The Onancock Market reserves the right to refuse Market participation to any new applicant if the producer-vendor is proposing to sell products already in abundant supply at The Market. The applicant will be put on a waiting list for possible openings in the future.
- ◆ The Market is a Smoke-Free environment.

2018 POLICIES AND PROCEDURES

MARKET ELIGIBILITY – Participation is open to local (see 'Definitions' page) growers, harvesters, watermen, bakers, makers of prepared food, artists and artisans (hereafter, “the vendors”). The Market is a vendor-produced only market. Vendors may be the actual producing individual, an immediate family member, staff or employee of the producing individual’s farm/ facility (which is owned or leased by the vendor).

MARKET DATES AND HOURS OF OPERATIONS – The 2018 Market Season is Saturdays, May through November, 9am - 12pm, Rain or Shine. **The Saturdays in November (other than the Holiday Market) are only for food vendors and farmers as long as crops are available.** The pre-Thanksgiving “Holiday Market” is November 17, from 9AM until 1PM.

LOCATION – The Market is located in the parking lot in the center of Downtown Onancock, Virginia on the corner of Market Street and Ames Street across from the Post Office.

MARKET MANAGER – The Market Manager will be present at The Market during operation. 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.

APPLICATION REQUIREMENTS, AGREEMENTS, PERMITS AND FEES –

1. Property and Facility Visits: The Market Manager or Market representative will arrange to visit all of its vendors’ farms, kitchens and workshops during normal business hours, to verify compliance with the vendor-produced only and food safety inspections rules. Failure to permit an onsite inspection may result in a suspension from The Market.
2. Sales Tax – All vendors are required to have a Virginia State Sales and Use Tax Certification number. Vendors must collect these taxes at the Market. (Vendors attending 3 or fewer markets may submit sales tax using the ST-50 form available @ <http://www.tax.virginia.gov/taxforms/Business/Sales%20and%20Use%20Tax/ST-50a.pdf>)
3. Liability Insurance – The Market strongly recommends vendors to carry premises and product liability insurance specifically endorsed to cover their Onancock Market operations with policy limits not less than 500,000.00 dollars, and to provide proof of this insurance with the application. Preference will be given to applicants with this insurance.
4. Certificates and Permits – When applicable, vendors must attach copies of state and federal inspection certificates for their products. Vendors whose offerings do not meet the definition of “Farm and Domestic Products” must obtain a business license from the Town of Onancock (See 'Definitions' page for clarification). Vendors and Guest Chefs who will be serving food, beverages, or samples at The Market must obtain a Temporary Event Permit from the Accomack County Health Department. (Vendor/Chef is responsible for the permit fee.)
5. 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. Accomack County and the State of Virginia will make inspections of the Market.

6. Fees – Fees collected are for promotion and operation of The Market. A \$40.00 application fee will be charged for all new applicants for the 2018 season and submitted with the application. The fee will be waived for vendors returning from the previous season. Vendors will pay a weekly space rental of \$15.00 for a 12' X 12' tent space or a 10' X 18' truck space. Vendors must make their rental payment to the Market Manager. No subleasing or loaning of space is allowed.
7. Tokens - The Market issues \$1.00 wooden tokens for EBT/SNAP eligible purchases and for special promotions. All vendors selling eligible products are required to accept these tokens and turn them into the manager for reimbursement. The Market also sells \$5.00 tokens which substitute for cash for any type of purchase. All vendors (for profit and non-profit) are required to accept these tokens for purchases and turn them into the manager for reimbursement.

ATTENDANCE -

- **Full Season Vendors** are guaranteed a space and expected to attend the entire market season. Rent for these spaces may be paid weekly on market day or, if more convenient for the vendor, pre-paid by the month. Full Season Vendors may be absent a total of 3 markets during the season without paying rent if they have notified the market manager at least 7 days prior to those absences. Rent will be owed on any additional market days they are absent. If a full season vendor is absent in excess of 3 times, the manager will discuss with the vendor whether assuming an occasional vendor status would be more appropriate.
- **Occasional Vendors** will be scheduled to participate in individual markets based on space availability and the discretion of the Market Manager. They will apply to be an occasional vendor for specific weeks and, once their requested weeks are approved, they must submit payment in full for those weeks. The occasional vendor stands a greater chance of receiving all of his requested dates by scheduling and pre-paying for them before the start of the season. However, vendors may take their chances on availability and apply by the month. Should any dates need to be cancelled by the vendor, an alternative date will be offered. There are no refunds.
- **In case of inclement or severe weather;** The Market reserves the authority to cancel and/or close a market due to weather conditions. The decision will be made based on weather reports and on-site market conditions. Closures will be posted on the onancockmarket.com website and announced on WESR radio. The Market Manager will email all scheduled vendors by 6am in the event of a full closure. Should the market be closed, you will not be charged for the day. However, if The Market is open and you have reserved a space, you will be charged for the day even if you choose not to show up.
- **In the event of a last minute personal emergency** which will prevent attendance, vendors should notify the Market Manager as soon as possible to alleviate worry and concern on the part of fellow vendors and shoppers.
- **The Holiday Market:** Attendance at the Holiday Market by regular season vendors is only guaranteed with pre-payment at the beginning of the season.

- **Importance of Reliability:** Vendors who consistently fail to show up for reserved market stalls, will be asked to reconsider whether status as a Full Season Vendor is appropriate for them. We cannot keep open, unused spaces while prospective vendors are waiting for a place. Absences disappoint our customers and are strongly discouraged!!!!

SET-UP AND OPERATION - Vendors may begin to set up at 7:30am on market days and set up must be completed prior to the opening bell.

Vendors are required to stay until The Market closes. Early take-down is disruptive and dangerous.

Vendors are required to stop selling at 12:00pm (Holiday Market: 1pm). They must leave their spaces clean and remove their display and truck by 1:00pm. (Holiday market: 2pm)

Please refrain from sales before the opening time or after the closing time. Orders may be taken prior to market day, but shall not be filled (delivered to the customer) until after the opening time.

Contact the Market Manger if you need to be absent, if you are running late or if you need assistance.

DISPLAYS - All tents, canopies, pop-ups, umbrellas, signs and display items must be sufficiently and safely secured to the ground and/or **weighted** down from the start of the market day.

Vendors must keep their display of goods within the confines of spaces assigned by the Market Manager.

Vendors may not display any food products on the ground.

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 farm/ facility/ business name and location.

Signs must be posted *before* sales begin.

Honest and Accurate labeling and representation is required of all vendors.

Vendors must have available on site all licenses and certifications.

VENDOR CLEAN-UP RESPONSIBILITIES - Vendors are responsible for disposal of all trash and debris generated by their respective businesses, and must take it away with them.

Vendors must provide trash receptacles at their site for trash generated by samples they offer customers.

The on-site Onancock Market trash and recycling bins are provided only for trash from public traffic at the Market.

Ice may not be emptied anywhere on the property or in the street.

Use of styrofoam for product packaging is prohibited at The Market in an effort to minimize environmental impact and help increase environmental awareness.

PROHIBITED ACTIVITIES - The consumption of alcoholic beverages is not allowed.

Music or other broadcasts from radios, stereos, etc. must not disturb adjacent vendors. Vendors will not play music during live demonstrations or musical performances organized by The Market.

Smoking is not allowed on the premises.

Hawking (loud, high-pressure promotion of a product) is prohibited.

Promotion of political opinions or religious beliefs.

Possession of a firearm is prohibited.

Generators are prohibited unless approved **prior to Market day** by the Market Manager.

COMPLIANCE - The Market Manager will enforce all policies and procedures at The Market. Any vendor found not in compliance will be given a written notice and may be subject to exclusion from further participation in the Market.

Vendors selling products which are non vendor-produced are liable to be permanently removed from The Market.

GRIEVANCE POLICY - In the event of customer dissatisfaction with a particular vendor or some aspect of market operations, the dispute must be resolved to the satisfaction of the Customer, Vendor and Market Manager in a timely manner.

It is the position of The Market to not confront vendors within the marketplace to discuss violations of our rules and regulations. Conflict does little to provide vendors and shoppers with a welcoming environment. However, if the infraction itself endangers the public, or the vendor is disruptive, then The Market management will address citations on site. Otherwise, The Market management will address concerns after The Market closes.

All violations of The Market rules as well as customer complaints will be reported by the Market Manager to The Onancock Farmers and Artisans Market, Inc, who has final authority in resolving issues.

Failure by a vendor to comply with The Market rules or comply with the Market Manger's resolution of a complaint can result in the removal of the vendor from market participation.

The procedure regarding violations of The Market rules is as follows:

First violation: Vendor receives written notification of violation and must cease action cited in violation.

Second violation: If vendor is found committing the same violation or any other violation, then vendor can stay for that market day but will lose the right to sell the following 2 weeks with no refund of pre-paid fees.

Third violation: If vendor is found committing the same violation or any other violation then, vendor can stay for that market day but loses the right to sell for the rest of the market season with no refund of pre-paid fees.

ACCIDENT/ INJURY - Any accident or injury must be immediately reported to the Market Manager or 911.

Anyone who participates 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.

PET POLICY - The Market welcomes patrons with dogs as long as they adhere to a few simple rules:

Dogs must be kept on a short leash (no expandable or retractable leashes).

Dogs are to be by the owner's side and under control at all times.

Dogs must be kept away from produce and other food products.

Dogs must be children and other dog friendly.

Dog waste must be cleaned up **immediately** by the owner.

CHILDREN - Small children brought to The Market by vendors and shoppers **must** be kept under the supervision of a designated adult.

RESTROOMS - A portable restroom & hand washing station is available on site.

ADVERTISING - The Onancock Farmers and Artisans Market, Inc is committed to the success of the Market and will advertise as effectively as possible within the budget.

The Onancock Farmers and Artisans Market, Inc is responsible for the creation, selection and purchasing of all advertisements for The Market. This includes both paid and non-paid promotion in print and electronic media.

Market vendors may, at their own expense, advertise their products and presence at The Market. However, such advertising must be specific to The Market vendor and his/her products, not to The Onancock Market at-large.

DEFINITIONS

Artisan - A skilled person in an applied art.

Farm or Domestic Products - Included are products that are grown or produced on farms or in homes or gardens. These products are further defined as follows:

- a. Produce -Vegetables, fruit, grains, eggs, plants, plant cuttings, flowers, seeds, nuts, and herbs.
- b. Prepared Foods -Foods that are processed in some way by the vendor and are approved by the Health Department. These items include, but are not limited to, cured meats, baked goods, preserves, pickles, juices, home canned products, and cheeses.
- c. Handicrafts -Handcrafted products that are made in the home. The product may be made from manufactured materials provided that a substantial part of the its value is from the crafting of the vendor or the vendor's family.

Local - Within a 100 mile radius of Onancock. In order to maintain a broad offering of products, the accepted area may be expanded at the Market Manager's discretion.

Value-added - Any product grown, raised, or caught by the vendor and increased in value by labor and creativity. Examples: fruit to jams, milk to cheese, fresh flowers to dried flower arrangements, herbs to soaps/fragrances, etc.

Vendor - Persons who have paid their stall rent and agreed to comply with the Onancock Market regulations. The actual producing individual, an immediate family member, staff or employee who has participated in the production of the product being offered at the Market.

Vendor-produced - Goods that are grown, raised, caught, or made by the vendor.

ALLOWABLE PRODUCTS

The Onancock Market is a vendor-produced only market. Vendors are required to bring only products they grow, raise, make or catch. For those bringing home-made products and crafts, the use of local ingredients is highly encouraged.

Vendors shall submit the Product Plan included with their application at the beginning of the season, indicating the crops and products they plan to sell at the Market. If, at a later time, the vendor wishes to add new items beyond those listed on their application, they must notify the manager in writing so that their application can be updated and those items can be reviewed and approved prior to selling them at the Market. No products may be sold without prior approval.

Products allowed include:

1. Vegetables, fruits, herbs, flowers, plants and eggs, which were grown or raised by the farmer/grower.
2. Fresh baked goods from scratch (not store-bought mixes).
3. Cheeses or other value-added products from milk, which are made in accordance with health codes and use vendor-produced or locally-sourced milk.
4. Meats from livestock or poultry raised by the vendor which have been processed according to health and agricultural regulations.
5. Fish and shellfish raised or caught by the vendor in compliance with health and fishery regulations.
6. Value-added products freshly made from scratch by the vendor, such as jams, honey, syrups, sauces, salsas, canned vegetables and fruits, juices, "to-go" entrees, etc. Processing must comply with health codes.
7. Handmade soaps, candles and cosmetics.
8. Coffee, teas and herbs for which the vendor has participated in at least 50% of their creation (roasting, blending, etc.) if the ingredients are not grown by the vendor.
9. Art and artisanal crafts and products where the value has been increased over the raw materials by at least 75% and the product has met with the approval of the market manager.
10. Beverages and other food offered for immediate consumption at the market which have been prepared and served in compliance with VDACS and/or Health Department regulations. (Vendor must pay Onancock Meals Tax.)
11. Other items with Market Manager's approval.

Products **NOT** allowed:

Items purchased from a manufacturer or grower for resale.

Tobacco products.

Livestock. (Vendor may ask Manager for permission to bring animals for display.)

Products or literature of a political nature, neither for sale or free distribution.

The Market Manager is available to refer vendors to the appropriate local, state, or other governing bodies who will advise on regulations, certifications, and other guidelines.