

MILLEDGEVILLE MARKETPLACE FARMERS' MARKET

214 East Hancock Street 478.414.4014

STANDARDS & RULES OF OPERATION 2014





General Information

Purpose:

- 1. To provide a place where producers/sellers of fresh produce and homemade products can sell directly to consumers.
- 2. The Milledgeville Farmers Market supports and promotes the sale of Georgia Grown Products when available.
- 3. To advise local consumers of availability of locally and regional produced, high quality, fresh produce and other farm products.
- 4. To encourage cooperative participation in the direct marketing of farm produce.
- 5. To encourage increased production of quality products for local consumption.
- 6. To support Baldwin County and surrounding farmers, artists and agribusinesses.
- 7. To provide a healthy alternative food source.
- 8. To conserve energy.
- 9. To boost the local economy.
- 10. To make downtown a more vibrant gathering spot.

The Market will be operated by and for its members, who are the producers /sellers of the items being sold. It is designed to support local and regional farmers, gardeners, and artists by providing a direct marketing opportunity for their products. The Market will facilitate personal connections that create mutual benefits for local producers/ sellers, shoppers and our community. All items will be sold "as is", and any items sold must be fresh produce, handmade items, or an item with value added by the seller (i.e. Arts & Crafts). Main Street defines Arts & Crafts as the hand production of decoratively designed everyday objects as a skilled craft.

Location and Time:

The market will be operated on Tuesday afternoons from April through October from 4:00 pm to 7:00 pm (3:00 pm to 6:00 pm after the end of daylight savings time). Vendors are asked to be set up 30 minutes prior to market opening. Late set-up is permissible if special arrangements are made with the Main Street Office prior to market day. The market will be held at the Marketplace Pavilion, on the City of Milledgeville lot at 214 East Hancock Street near the intersection of North Jefferson and East Hancock Street.

RULES OF OPERATION

Main Street defines <u>locally</u> as Georgia made / Georgia produced products within a 250 mile radius of Milledgeville Georgia. Producers / Sellers may supplement their inventory when Georgia products are not available with Regional Products. Main Street defines <u>regional</u> as Produce/Products purchased from adjoining states immediately surrounding Georgia.

Who May Sell:

Only Producers or Sellers of fresh produce, artwork and/or handmade products may sell goods at the Milledgeville Marketplace. This insures the market remains a viable local and community market not subject to warehousing operations, or that, which exceeds facilities at this time.

What May Be Sold:

- 1. Fresh agricultural produce may be sold. Produce should be mature but not overripe, void of decay, have good external and internal appearance, and must be clean and free of contamination. Organic produce advertised as such must be USDA certified organic (Certification required). Quality standards will be enforced on all produce.
- 2. Value-added products such as home-roasted coffee, jams and jellies, artwork, and items that have had value added by the seller upon approval of the Main Street office.
- 3. Fresh farm eggs, milk, or milk products, fresh or prepared meats may be sold only if the producer has followed all state and federal governmental regulations regarding the sale of these items at local markets. State health inspections may be required. License is required to be on file at the Main Street office upon applying.

Adherence to all regulations is the responsibility of the producer or seller.

- 4. Other products that can be sold include, but are not limited to, baked goods, plants, flowers, and similar fresh and natural products, subject to approval by the Main Street office. All food items must be packaged according to state regulations and bear the necessary labeling information by law. Each producer or seller is responsible for regulations pertaining to any and all products they offer for sale.
- 5. Restrictions on the types or nature of products sold may be imposed at the discretion of the Main Street office staff if the products are deemedunsafe, inappropriate or unsuitable for a farmers' market, or in otherwise bad taste.

What May NOT Be Sold:

- 1. Any old, used or commercially produced item.
- 2. Any items that do not adhere to all state and federal regulations regarding sale of agricultural products, or that are deemed unacceptable by the Main Street office staff.

How Produce May Be Sold:

- 1. Produce may be sold by volume or count only. **Selling by weight is discouraged unless scales are inspected and conform to the Division of Weights and Measures regulations.** If an estimate of weight is desired by the customer, a scale must be labeled "<u>For estimate only</u>".
- 2. All prices should be clearly marked on or near each item or group of items for sale. Each producer will have the privilege and responsibility of setting their own prices. This includes setting prices at a fair market value that reflects the high quality yet fair and reasonable value of the product. Consultation with fellow vendors is encouraged.
- 3. Vendors should provide bags or containers for the consumers upon purchase.
- 4. Be prepared to make change for the customer. All sales are the responsibility of the seller. Exchange of produce and/or refunds will be left to the discretion of the seller; however customer satisfaction should be the goal of all sellers at the market.

Sanitation and Health Requirements:

- 1. Each vendor is responsible for the collection and disposal of their waste and trash in an appropriate manner. Vendors must supply their own trash receptacles.
- 2. Each producer or seller is responsible for maintaining his or her sales area in a neat and clean, sanitary condition. A seller may be assessed a penalty fee if there is any substantial refuse left behind in their vending area if the seller leaves before his/her site can be inspected. <u>All boxes must be flattened</u> before placing into the public trash can provided.
- 3. At the end of the day, all producers/sellers should work together to police and clean the general area.
- 4. All items for sale must be stored and displayed at a "reasonable" distance above the ground to prevent contamination.
- 5. Vehicles used in the transportation of produce for the farmers market will be clean with no solid waste or foreign matter on the vehicles (e.g. truck beds should be clean).
- 6. Produce samples may be given to customers provided they are kept covered or packaged. Knives, cutting boards, etc. must be immediately washed and cleaned after each use to prevent contamination.
- 7. Pets will be permitted within the farmers' market as long as they are on a leash and do not interfere with market business or health and safety regulations.

Unloading Requirements:

Vendors (upon arriving) may remove one barricade and back into the designated unloading area and quickly unload their products & supplies to their assigned area (please no selling while unloading). Next, vendors should move their vehicle away from

the unloading area to the vendor parking area located in the grassy area below the top customer parking Lot. Please be reminded to replace the barricade from the unloading area before moving to the vendor parking area for the safety of our customers and vendors. The vendor unloading area will be closed 30 minutes prior to the official market starting time and will remain closed until closing time of the market. Vendors who arrive late may set-up in the grassy area below the market. Safety of the customers and vendors is our priority.

Tent Requirements:

If setting up in the lower Truck Parking, all tents must be secured to the ground by either 'metal' landscape/tent stakes 10 inches or longer in length and/or a minimum of 25 lbs tent weights per tent pole. Acceptable tent sizes are: 10 x10 or 12 x 12.

NO camping tents are allowed.

Vendor Parking:

Vendors or their employees/family members <u>will not be permitted</u> to park in the upper customer parking lot at any time. Violators will have their space vacated for 30 days from the market for any violation. Vendors are responsible to advise all their employees and family members of our policies.

Vendors, employees, and family members may park their vehicles in the lower grassy parking lot below the market. Additional vendor parking options are the parking lot behind the Catholic Church, behind City Hall, on North Jefferson Street, the Huddle House parking lot or any legal parking on city streets.

Displaying and Selling Goods:

Producers or sellers must furnish their own tables, chairs, or other display arrangements. In case of rain, vendors must furnish their own protection. Georgia law requires that all sellers have all required health department, Georgia Department of Agriculture, USDA, and any other applicable federal, state, or local licenses in order to participate and sell items at the market. Information regarding the most common requirements is found at the end of this document. All vendors are responsible for collecting and reporting their own sales tax.

Enforcement of Rules:

Vendors and occupants of the market must conform to the Market rules at all times. The Main Street office staff has full authority to enforce all rules. Any occupants failing to comply will have their space declared vacant for 30 days and be prohibited from selling at the market in the future if necessary.

All Vendors Must Have on Display on Opening Market Day and all Subsequent Days:

A Sign no less than 8 ½" x 11" in dimension with Business Name, Address, Phone Number, and origin of products written in prominent letters. Sign creation is available at the Main Street office upon request.

All authorized vendors participating in Milledgeville Marketplace are independent operators and not partners or joint ventures, and shall be individually and severally liable for any loss, personal injury, deaths, and /or any other damages that may occur as a result of the vendor's negligence or that of its employees, agents, and associates. All vendors are required to sign the Hold Harmless Clause included in the Market application. All vendors agree to indemnify and save the Farmers Market harmless from any loss, costs, damages, and other expenses including attorney's fees, suffered or incurred by said Farmers Market by reason of vendor's negligence or intentional misconduct or that of its employees, agents, and associates. Because no insurance is provided at the Farmers Market concerning vendors, each vendor must carry his or her own personal and product liability insurance. Furthermore, vehicle liability insurance is required to cover any damage caused to persons or property by a vendor's vehicle.

Please direct any questions or comments to:

Milledgeville Marketplace C/o Milledgeville Main Street/ DDA P. O. Box 1422 Milledgeville, GA 31059 Telephone: (478) 414-4015 Fax: (478) 452-4834

The following items are prohibited from the vending area at all times:

Firearms, drugs, and alcoholic beverages.

Georgia Agriculture Information:

Georgia Department of Agriculture http://agr.georgia.gov/ or Phone: 1(800) 282-5852

Fax: (404) 651-7957

Email: info@agr.state.ga.us

Or for more information contact UGA Center for Agribusiness and Economic Development at http://www.efsonline.uga.edu/ or at 301 Lumpkin House, University of Georgia 30602-7509

Phone: (706) 542-2434 Fax: (706) 542-0770

Email: caed@agecon.uga.edu

The following documents can be downloaded from www.milledgevillemainstreet.com:

Food Safety – State and Federal Standards and Regulations Process Approval for All Shelf Stable Products Live Plant License Application

Space Rental Fees

Booth / Vending Areas will be 10x10 spaces as needed. Space assignments are decided by the Main Street staff.

Pavilion

Summer Season-April 1- October 31

Daily \$15 Monthly \$30 Whole Season \$175

Winter Season-November 1- March 31

Daily \$5 Monthly \$15 Whole Season \$60

Lower Lot Truck Parking

Summer Season-April 1- October 31

Daily \$10 Monthly \$20 Whole Season \$120

Winter Season-November 1- March 31

By request, call 478.414.4014

The Market reserves the right to adjust rental rates as needed.

Assignment of stalls will be at the discretion of management based on diversity of products, vendor tenure, and the best interests of the Market as a whole. Vendors may only set up in their contracted area unless they have permission of Main Street staff to do otherwise.

As a courtesy, all vendors expected to sell at the Market on a given day are asked to call the Main Street office staff at 478.414.4015 prior to 10am the morning of the Market if they will not be selling at the Market that day.

In order to request an open space or to move to a new space, a vendor or potential vendor must make a formal request to the Main Street staff.

2014 SUMMER SEASON Application Milledgeville Marketplace Farmers' Market

Name	Business Name	e
Address		
City	State	Zip
Phone (Home)	(Cell)	
Email address		
	nust update this application:	f you add a product at any time during
Please check ALL THAT	APPLY:	
O I will be selling fresh		
O I will be selling fresh	n produce that I purchase for re-	-sale.
O I sell value-added go	oods (arts & crafts).	
Please indicate how you	would like to pay your vendor	fees this SUMMER season:
O Daily-Pavilion (\$15)		
O Monthly- Pavilion (\$30- save \$30!)	
O Whole Season- Pavi	lion (\$175- save \$290!)	
I/we agree to follow all reg	ulations of the market and as rec	quired by law.
Development Authority, M any/all liability due to dama premises designated by persincluding, but not limited to This agreement also covers	illedgeville Market, and any office age, and/or theft of my/our mer sons and organizations listed about damage by heat, water, sun, rain all claims, suits, actions, debts, a ny activities under this contract,	edgeville Main Street/ Downtown chals connected to the Farmers Market from chandise, goods, and wares kept upon ove. This agreement refers to any/all damagen, wind, temperature, vandalism or the like and costs, charges and expenses, or damages including but not limited to loss predicated
Signature(s)		Date