

WESTCHESTER FARMERS MARKET

2018 Vendor and Artisan Application Packet

May 3 through October 4, 2018

4-7:00 p.m. Every Thursday



Thank you for your interest in becoming a vendor in the Westchester Farmers Market (WFM; formerly Powhatan Farmers Market). *Please read and follow the instructions below.*

Applications to the 2018 season must be accompanied by a one-time, non-refundable application fee of \$25.

Tiered weekly market fees are:

- \$15 for vendors who commit to at least 17 markets (considered full-time vendors)
- \$20 for vendors who commit to 9-13 markets (considered part-time vendors)
- \$25 for vendors who commit to 8 and fewer markets (considered seasonal vendors)

FULL-TIME VENDORS committing to vend at least 75% of the full 23-week season (17 markets and more) are eligible for a 20% season discount if the vendor pays in advance for the season no later than May 3, 2018. In addition to the discount, these vendors will have a permanently assigned space.

Space	Season Total Paid Weekly (Vending Every Week)	Paid In Advance Total (Vending Every Week)	Savings
12'x12'	\$345	\$276	\$69
24'x12'	\$690	\$552	\$138

PLEASE READ THE MARKET RULES & REGULATIONS & SIGN THE AGREEMENT THAT YOU WILL ABIDE BY THEM.

If you are a new WFM vendor or a returning PFM vendor, but your business has changed substantially, include a business brochure (if available) and any applicable descriptions/photos of items as well as any other forms or copies as requested below. **(Emailed photos/forms are not accepted.)** Submit your completed and signed application with a check for \$25 made payable to WFM to:

Westchester Farmers Market, P.O. Box 892, Powhatan, VA 23139

PRODUCERS

WFM IS A PRODUCER-ONLY MARKET. Vendors may sell only those vegetables, berries and/or meats they produce and, with preapproval, vegetables, berries and/or meats produced by another farmer whose application has also been accepted. **WFM prohibits resale.**

ARTISANS

All items presented for sale must be handcrafted and individually designed/made by the artist. New vendors must include photos and descriptions of your items with your application. Returning artisans do not need to provide photos. **WFM prohibits resale.**

PREPARED-FOOD VENDORS

If you wish to sell prepared foods, you must provide a sample menu as well as the address of your kitchen and a copy of your health department permit(s).

INDIVIDUAL VENDOR INSURANCE

Westchester Farmers Market requires each vendor selling food products to have liability insurance.

2018 WFM Rules & Regulations

1. The 2018 WFM will operate from 4 p.m. until 7 p.m. on Thursdays beginning May 3 and ending October 4. Vendors must be completely set up and ready for business no later than 3:45 p.m.
2. Vendors must be the original producers of all items sold. *No reselling is allowed.* Sodas, water and fresh Virginia seafood are the exception. Produce and crafts must be grown/crafted in Virginia.
3. Vendors may partner with other local farmers/artisans to bring their products to market, provided each partner has submitted an application and are approved.
4. Growers selling products labeled as ORGANIC must be in compliance with the National Organic Program and submit copies of appropriate documentation.
5. Crafts must be approved by the WFM Committee. Photos and descriptions of crafts **MUST** be included with your application. (Returning artisans are exempt unless your offering has changed demonstrably.)
6. Only original art and applied crafts that are self-produced, handcrafted and of high quality workmanship will be considered. The component materials must be sufficiently modified from their original state to demonstrate true craftsmanship.
7. Vendors accepted into the market decide their own schedule as they complete their application. It is imperative that vendors let the market manager know via email by noon Tuesday if they are not coming to the market that week. Vendors who cancel after noon Tuesday will be charged ½ the vendor fee for that week. Vendors who do not contact the market about their cancellation at all will be charged the full fee for that week. Consistency and clear communication are very important to our customers.
8. It is the responsibility of the vendor that all of his/her food items presented for sale meet state and local health regulations, including labeling as well as temperature control. Prepared-food vendors **MUST** provide a copy of their health department documentation with their application.
9. All scales used for determining price must display an inspection sticker issued by the Virginia Department of Agriculture and Consumer Services that is no more than two years old.
10. Each seller is responsible for cleaning up his/her immediate area.
11. Vending spaces are 12'x12' and 24'x12'. Vendors are responsible for bringing all items they need to sell their product. Electricity is available. Generators are allowed but must be placed behind the vending space in such a way that noise and fumes are not a problem to customers or other vendors. All canopies must be securely anchored! If you cannot do this, you must forego using a canopy.

MARKETING: Each week, you are asked to email a blurb to the market manager describing what you are bringing to the market that week. It should be submitted no later than *noon Tuesday*. Your blurb will be included on newsletter/social media/WFM Web site. *This is advertising! Make use of it!*

CANCELLATIONS: We expect your attendance unless you tell us otherwise. It is imperative that you let the market manager know via email by **noon Tuesday** if you are not coming to the market that week. *Vendors who cancel after noon Tuesday will be charged ½ the vendor fee for that week. Vendors who do not contact the market manager about their cancellation at all will be charged the full fee for that week.*

12. After setting up, vendors may have to move their vehicles away from the market to allow for customer parking. This depends on the map; please note on your application whether you must remain with your vehicle for health reasons. Vendors cannot move their vehicles into or out of the vending area during market hours unless it's an emergency, and the move is coordinated with the market manager.
13. Vendors selling food of any kind must provide proof of liability insurance. The property owners, the WFM Committee and the County of Chesterfield bear no responsibility and are held harmless if a vendor is sued.
14. Vendors must operate their business in a professional manner at all times.
15. All vendors must display prominently the name of their business and its locality (town, county, or city). Vendor signage shall be appropriate for a farmers market.
16. The WFM welcomes 501(c)3 organizations. These groups must complete the application and be accepted in order to attend. The application and day-of market fees are forgiven.
17. The WFM may be closed if hazardous weather conditions are imminent. A vendor may decide not to attend the market based on weather concerns. Our cancellation policy allows for free cancellations by noon on Tuesday each week. Vendors who cancel later than that are responsible for ½ of their vendor fee for that week, and vendors who do not notify the market at all about their absence are responsible for the full fee for that week. However, if the market is cancelled before 5:30 pm on market day due to weather, there will be no charge to vendors. Full-time vendors who paid for the season in advance will not be reimbursed in the event of a weather-related cancellation. Once set up at the market, vendors are expected to stay until 7:00 p.m. unless the market manager approves the departure.
18. Rules are created, modified and enforced by the WFM Committee, and may change.

WITH MY SIGNATURE ON THE HOLD HARMLESS CLAUSE AND INSURANCE/MEDIA RELEASE PERMISSION, I AGREE TO ABIDE BY THESE 18 RULES AND REGULATIONS.

The WFM is delighted to host the Kids' Market and Children's Corner sponsored, respectively, by the Virginia Cooperative Extension office–Powhatan and the Powhatan and Chesterfield County Libraries every first Thursday of the month!

The WFM is grateful to GREENBERG GIBBONS, COLONIAL FARM CREDIT, VIRGINIA FARM BUREAU-POWHATAN, VIRGINIA COOPERATIVE EXTENSION–POWHATAN, AND POWHATAN COUNTY LIBRARY for their sponsorship and support!

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2018 WFM PRODUCER/ARTISAN INFORMATION

Please complete the following. This information may be used to advertise/promote your products at the WFM as well as on the Market's web site and Facebook page. *Please write legibly!*

Farm or Business Name: _____

Name(s) of Owner(s): _____ Primary Contact: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email: _____ Webpage: _____

Phone: (_____) _____ Cell: (_____) _____

Address of Farm/Business location if different from mailing address:

Address: _____ City: _____ State: _____ Zip: _____

My VA State Sales Tax ID Number is _____

- My proof of liability insurance is included (food vendors only).
- My proof of VDACS and/or VDH permits is/are included (if required).

1. Are you a ___ New or ___ Returning WFM vendor? Are you a 501(c)3? ___ Yes ___ No
2. I request a 12'x12' space ... a 24'x12' space (CIRCLE ONE).
3. I am a full-time vendor and am paying in advance for the 2018 season. YES NO (CIRCLE ONE)
4. Will you be a Full-Time / Bi-Weekly / Seasonal Vendor? (CIRCLE ONE) If you are a seasonal vendor, list your individual dates here: _____
5. Do you need your vehicle to remain with your setup for medical, safety, or logistical reasons? _____
If so, please explain: _____
6. Please provide a short paragraph about yourself and your products. This will be used on the WFM web site and as your default description in the weekly list of vendors appearing at the Market. *This is important advertising – give it thought!*

7. Please provide a list of the products that you intend to sell at WFM. Items that are not on this list must be approved separately by market management before they are brought to market. The goal is to limit harmful overcompetition between vendors while providing customers with adequate variety.

QUESTIONS/ADDITIONAL INFORMATION

Questions may be directed to India Cox – india1405@verizon.net, 598-2457. You can also visit the WFM Web site: www.WestchesterFarmersMarket.com and find us on Facebook and Instagram.

HOLD HARMLESS CLAUSE AND INSURANCE /
MEDIA RELEASE PERMISSION

HOLD HARMLESS CLAUSE/INSURANCE

All authorized vendors and artisans participating in the WFM shall be individually and severally responsible to the property owners, Greenberg Gibbons, and its management; the WFM; and/or the County of Chesterfield for any loss, bodily or personal injury, deaths, and/or property damage that may occur as a result of the vendor's/artisan's negligence or that of its servants, agents, and/or employees. All vendors/artisans hereby agree to indemnify and hold the property owners, property management, the WFM, and/or the County of Chesterfield, its officers and employees harmless from any loss, cost, damages, and other expenses, including attorneys' fees, suffered or incurred by the property owners, property management, the WFM and/or the County of Chesterfield by reason of the vendors'/artisans' negligence or that of its servants, agents and employees; provided that the vendors/artisans shall not be responsible nor required to indemnify the property owners, property management, the WFM, or the County of Chesterfield for negligence of the property owners, the WFM, or the County of Chesterfield, its officers, or employees.

No insurance is provided by the property owners, property management, the WFM, or the County of Chesterfield to participants in the WFM.

MEDIA RELEASE

The property owners, property management, the WFM, and the County of Chesterfield use electronic and traditional media (e.g., photographs, video, audio footage, testimonials) for marketing purposes. By my signature on this form, I acknowledge receipt of this clause and give permission to the property owners, property management, the WFM, and the County of Chesterfield to use such reproductions for publicity/marketing purposes in perpetuity without further consideration from me. I understand that I will need to notify the WFM if any changes to my situation occur that will impact this media release permission.

I/We agree to abide by the WFM Rules & Regulations, the hold harmless clause, and the insurance statement and media release permission. I understand that my failure to comply with the Market Rules & Regulations, and their spirit, may be cause for dismissal from the market.

Signature(s) _____ Date _____

Please print the name(s) signed above: _____

