

# 2024 Vendor Handbook

# **Presented by**



9431 West St., Manassas, VA 20110 <u>HistoricManassas.org/Farmers-Market</u>

## Sponsored by

Micron Technology, Inc.
UVA Community Health
The City of Manassas



### **ABOUT HMI**

Historic Manassas, Inc. (HMI) is a 501(c) (3) charitable, non-profit corporation funded by private donations and the City of Manassas. Since February 1986, HMI is an accredited Virginia Main Street organization, and has been leading the revitalization and promotion of Historic Downtown Manassas. HMI also manages the City's Visitor Center, the Historic Manassas Farmers Market, and several annual community events.

### **OUR MISSION**

Historic Manassas, Inc. engages the community to promote, preserve, and enhance our vibrant Historic Downtown.

### **OUR FARMERS MARKET**

Established in 1987 with just four vendors, the Historic Manassas Farmers Market has evolved into one of the state's largest outdoor markets, featuring two bustling locations.

The Market's mission is clear: to provide residents access to fresh, locally grown products while creating opportunities for local farms and nurseries, bakeries, specialty food producers, artists and artisans, and other local entrepreneurs. The Historic Manassas Farmers Market proudly serves as a small business incubator for many of our vendors.

This commitment to creating a diverse and thriving market with high-quality local goods and services has earned the Market accolades, including being voted Virginia's Best Market in 2020 and "Best in Northern Virginia" by Virginia Living Magazine in 2023, as well as Best Agrotourism Attraction and Best Farmers Market in Prince William County, as recognized by InsideNova in 2023.



## Historic Manassas Farmers Market Vendor Handbook & Resources

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### 2024-2025 Market Season Schedule

### **2024 Summer Market Schedule**

#### Thursdays at the Harris Pavilion

April 11 to October 31, 2024 (30 markets) Location: 9201 Center St., Manassas, VA 20110

Market Hours: 8AM - 1PM

#### Saturdays at the Prince William Commuter Lot

April 13 to November 23, 2024 (33 markets)

Location: 9024 Prince William St., Manassas, VA 20110

Market Hours: 8AM - 1PM

### 2024 Holiday Market and Santa Train

#### Saturday, December 14, 2024

Location: 9431 West St., Manassas, VA 20110

Hours: 9AM - 3PM

### **2025 Winter Market Schedule**

#### Saturdays at the Prince William Commuter Lot

January 18, 2025 to March 22, 2025 (10 markets)

Location: 9024 Prince William St., Manassas, VA 20110

Hours: 9AM - 12PM

Please note that Market dates are subject to change. HMI reserves the right to open/close the Market for inclement weather, air quality, or other safety concerns.

## **Vendor Requirements**

HMI is committed to creating a diverse market with the highest quality, locally produced products, and community outreach services available. HMI is not bound to apply a particular set of selection criteria in every instance and reserves the right to accept or refuse any business or products.

The Historic Manassas Farmers Market welcomes all qualified applicants in accordance with the law and does not discriminate based on race, color, creed, religion, age, gender, sexual orientation, military status, political opinion, sex, national origin, familial status, mental and physical disability, gender identity, or any other status protected by federal, state, or local law.

### Types of Vendors Accepted

HMI accepts all types of farmers and food producers. We also accept applications from a variety of vendor types, including artists, artisans, value-added vendors, some health and wellness vendors, and some nonprofits.

### **Local ONLY Requirement**

All vendors at the Market must be located within 150 miles of the Historic Manassas Farmers Market at which they sell as calculated using the "Measure Distance" feature of Google Maps.

### **Thursday Market Producer-ONLY Requirement**

The Thursday Market is strictly producer-only, meaning vendors must grow, raise, or make all products sold at the Market from scratch.

- Distributors, brokers, and the reselling of products are strictly prohibited.
- A **producer** is defined as a grower, employee, partner, or family member directly engaged in the growth and production of the produce or products sold.
- Producers may include agricultural and horticultural producers, baked goods, prepared food, and value-added vendors.
- Farm products sold at the Market must be grown or produced by the vendor. Produce must be fresh and of the best quality.
- All value-added food items must be made from scratch by the vendor.

## **Application Overview & Selection Process**

Applications are submitted online at <u>MarketSpread.com</u> and involve three simple steps:

- **Step 1**: Create or update your Vendor Profile on Marketspread. Ensure your contact information is accurate and any links you provide are operational. Complete your product list and upload photos of your product(s).
- Step 2: Complete the application for the Thursday and/or Saturday Market(s) on Marketspread. Use the prompts and provide as much information as possible. Incomplete applications may not be reviewed and cause delays. You will be prompted during the application process to add a credit or debit card to your account, which will be used to charge the application fee and subsequent fees that may be due if approved. HMI may request samples of your product as part of the selection process, and those samples may be delivered to Market Management by pre-arrangement.
- Step 3: Monitor application status and submit necessary documents. Your
  application status will be updated throughout the review process, and you will
  be notified via email. You may check your application status by logging into your
  MarketSpread.com account. If your application is approved, proceed to submit
  the required documents along with the payment.

## **2024 Application Timeline**

**JANUARY 19**: Applications open on Marketspread. A \$25 application fee is required.

FEBRUARY 11: Applications close at midnight.

FEBRUARY 12-16: Vendor Selection Process.

**FEBRUARY 19**: Notify vendors of selection status and send invoices.

MARCH 4: Market Space Fees are due by midnight.

MARCH 4: Liability Insurance and Food Safety Certificates are due by midnight.

**MARCH 11**: New and returning vendor orientation.

MARCH 22: Notice of Market layout and space assignment.

MARCH 29: Market Space Fees are not refundable after this date.

**APRIL 11**: Peak (Thursday) Market Season begins.

**APRIL 13**: Peak (Saturday) Market Season begins.

**OCTOBER 7**: New Vendor Applications open for Winter Market.

**OCTOBER 31**: Peak (Thursday) Market Season ends.

**NOVEMBER 23**: Peak (Saturday) Market Season ends.

## **General Priority for Vendor Selection**

At the Historic Manassas Farmers Market, we strive to create a balanced and diverse market that showcases our region's agricultural bounty, supports emerging businesses, and meets the demands of our customer base. Once it is determined that a vendor meets all requirements, acceptance is based on several factors:

- Returning vendors in good standing receive higher consideration for market acceptance. However, this does not guarantee automatic acceptance into the Market from season to season.
- Preference is given to regional farmers and producers with products 100% grown and harvested on farmland that they own and operate within a 150-mile radius of the Market.
- Preference is given to non-farm businesses:
  - That source ingredients locally (this means the direct purchase of raw agricultural products from the farmer/fisher/forager who grew, caught, raised, gathered or foraged the products in Virginia, Washington DC, or Maryland);
  - With a cultural connection to the products produced;
  - With an adaptive or rotating menu for all seasons;
  - o That are startups (do not have a brick and mortar);
  - o With SNAP eligible products.
- Booth space availability.

#### Additional priority is given to vendors who:

- Have a history of compliance with market rules, procedures, and federal, state, and local regulations.
- Have a history of reliable attendance, community connection, owner representation, well-trained staff and timely submission of payments, applications & market correspondence.
- Vendor's availability to consistently attend through the end of the individual market season.
- Have consistently high-quality, hand-crafted products, that add diversity to the Market and adhere to all local, state, and federal food safety & production guidelines.
- Vendor's capacity to produce enough products for the entire market season.
- Preference is given to vendors who are business-ready, have a website and branding, active social media accounts (or can assist in providing content to the market manager for promotional purposes) and have previous experience selling their product.
- Products that are unique or new to our Market will be prioritized to avoid product duplications. \*Exclusivity is not offered.

### **Requirements for Acceptance**

The following are requirements for all vendors who participate with the Historic Manassas Farmers Market. HMI reserves the right to deny any vendor application, prohibit anyone from selling at the market, and/or prohibit any product from being sold at the market.

#### 1. Application and agreement

- a. All prospective vendors must complete and sign a Historic Manassas
   Farmers Market vendor application and agreement. Visit
   Marketspread.com to create your profile and apply for the Market.
- b. All prospective vendors must read the entire vendor handbook each season to ensure a full understanding of the Market's policies and updated materials.
- c. All vendors, returning or new, must submit an annual application fee with submitted applications. One flat fee includes application to both the Thursday and Saturday Markets and the Winter Market.
- d. All required forms must be current, updated and submitted annually. Incomplete applications will not be reviewed.

#### 2. Product Declarations and Additions

- a. Vendors are required to submit a complete list of products they wish to sell at the time of application.
- b. Any new products must be submitted for approval from the Market's management. If you are changing a flavor on an already approved item (i.e. raspberry cookies instead of strawberry, with the same source) you do not need to re-submit.
- c. Existing vendors may request a product addition in writing at any time. Requested product additions must be submitted a minimum of two weeks before the vendor wishes to sell the product(s) at the Market.
- d. The following specific information must be included on packaged, processed foods: product name, net weight, ingredients in descending order by weight, name and address of the producer or distributor. These labeling requirements do not apply to bulk dried foods.

#### 3. Documentation and Insurance Requirements

- a. Upon acceptance to the Market, all vendors must provide HMI with a copy of:
  - Certificate of Liability insurance in the amount of \$1,000,000 naming the City of Manassas AND Historic Manassas, Inc. as additional insured. An endorsement of the policy must accompany your certificate of insurance.

- ii. Ingredient Sourcing Information for hot food and value-added products
- b. All relevant licensing and 3rd party certifications to verify claims must be available upon request at the Market.
- c. HMI is not responsible for any loss or damage incurred by vendors.

#### 4. Farm Visits

a. All farms are subject to a farm visit by HMI staff or representatives.

#### 5. Vendor Orientation

a. All new and returning vendors are required to attend a vendor orientation prior to their first market date. This meeting will generally be in mid-March.

## **Market Fees and Payment Procedures**

### **Application Fee**

Due to the level of attention required to process and verify information presented in vendor applications, a non-refundable \$25 application fee is required for all vendors, even if your application is not accepted. This fee must be submitted prior to consideration in the selection process.

The flat \$25 is an annual application fee that covers your application to any of HMI's events, including the Farmers Market, Signature Events, and the Holiday Market.

Applications are due **Sunday**, February 11th at midnight.

#### **Market Vendor Fees**

Vendor market fees play a crucial role in sustaining the operations of the Historic Manassas Farmers Market. These fees contribute to covering various expenses, including operational costs, road signs, marketing and promotions, event supplies, entertainment, staff wages, administration, social media advertising, website maintenance, mailings, and various other essential items.

**PLEASE NOTE**: HMI will <u>NEVER</u> take a percentage of your sales.

Vendor spaces are allocated in increments of 11' x 11' to accommodate a 10'x10' tent, unless specified otherwise. Fees for multiple stalls, defined as two or more contiguous 11'x11' vendor spaces, are determined by multiplying the base fee for an 11'x11' stall by the number of stalls. The maximum allocation is two stalls per market, except for produce vendors who may have additional allowances.

- Market space fees are due by Monday, March 4th at midnight.
- Market space fees are not refundable after Friday, March 29th.

#### Market Fee Structure

The base participation fee covers **a single 10x10 tent space**. Any commitment below 50% of the season (30-33 weeks) is considered as a DROP-IN vendor. DROP-IN vendor spaces may vary weekly, depending on the schedules of regular season vendors. Part-time vendor spaces are limited and will be assigned on a case-by-case basis at the discretion of the Market Management team. **Please note that priority acceptance and placement are given to full-time vendors**.

Market Day	Vendor Type	Space Cost
Thursday (Season Pass)	Full Time Vendors	Single: \$325 Double: \$650
Saturday (Season Pass)	Full Time Vendors	Single: \$425 Double: \$850 Triple: \$1,275
Winter Market (Season Pass)	Full Time Vendors	Single: \$125
Daily Space Fee	DROP-IN Vendors	Single: \$50 Double: \$100

All fees must be **paid in full** before the vendor can begin the Market.

## **Payment Information**

- If your application is accepted, you will receive confirmation of acceptance and an invoice from Marketspread.com with a breakdown of your market fees.
- You must pay the Market Space Fee by March 4th at midnight. A late payment fee of \$25 will be charged 10 days after the date an invoice is issued and every 10 days until full payment is received, unless the vendor notifies HMI of their withdrawal from the Market.
- Payments may be made by cash, check, or credit/debit card. Card payments processed online, in person, or over the phone will be charged a 3% fee.
- Checks or ACH transactions returned for insufficient funds will be charged a \$25 fee. Vendors will not be able to attend the Market until the matter is resolved.
- Make checks payable to "Historic Manassas, Inc." Please make sure to include your business name (if not printed on check) and Farmers Market in the memo.
   Mail checks to:

Historic Manassas, Inc. Attn: Jheanel Butler 9431 West Street, Manassas VA 20110

## Licenses, Permits, and Insurance Requirements

Licenses are product-specific, and not all may be applicable to each vendor. It is the responsibility of vendors to comply with all federal, state, and local regulations related to the production of their goods. Vendors are required to acquire, present, and keep current all relevant federal, state, county, and local licenses and permits within their vendor profile. These include, but are not limited to, business licenses, food permits, fire inspection for mobile units, and temporary food establishment permits.

Vendors must prominently display permits and licenses, including temporary food permits, at the Market. Vendors found with expired or missing licenses or permits may be removed from the Market and could incur additional fees until the necessary licenses and permits are reinstated and up to date.

#### Tax and Meal Tax

Vendors are required to adhere to Sec. 110-272 concerning the imposed tax. Any tax obligations resulting from the sale of merchandise or food at events managed by Historic Manassas, Inc. within the City of Manassas are the sole responsibility of the vendor. It is the vendor's duty to monitor and report these liabilities to both the City of Manassas and the Commonwealth of Virginia.

In addition to Virginia Sales tax, the City of Manassas charges a 4% tax on prepared food and drink for immediate consumption. The tax must be collected from the customer and remitted by the vendor on or before the 20th of the following month to the Commissioner of the Revenue. Please complete the form <a href="https://example.com/HERE">HERE</a> before the Market to get started. For further assistance in this matter, vendors can contact 703-257-8214 or <a href="mailto:lpullen@ci.manassas.va.us">lpullen@ci.manassas.va.us</a>

#### Tax ID Number

Most vendors use a Tax ID number on their application, though some may use their social security number, which is an acceptable substitute. You can obtain an EIN or tax ID number immediately at: <a href="IRS EIN Application">IRS EIN Application</a>.

## **Liability Insurance**

If your application is approved, a copy of a current liability insurance certificate (Certificate of Insurance or COI) in the amount of \$1,000,000 per occurrence is required by Historic Manassas, Inc., prior to the start of the Market for all vendors. The COI should:

- Identify Commercial General Liability, Automobile Coverage, and Workers Compensation Insurance if the vendor has employees attending the Market.
- Include the <u>following exact additionally insured language under the Description</u> <u>of Operations</u> (Additionally Insured):
  - "Historic Manassas, Inc. and the City of Manassas, their directors, officers, employees, and volunteers are included as an additional insured with respects to the Liability Policies as required by written contract."
- Accompany an Additional Insured Endorsement with the required coverage limits. Both documents should be uploaded by the vendor to their online Marketspread.com account and must be kept up to date during the Market's annual season.
- Identify the certificate holder as:

Historic Manassas, Inc. and the City of Manassas 9431 West Street Manassas, VA 20110

- If you need to include an email address, please use info@historicmanassasinc.org.
- If you need to send a paper copy, please have your insurance agent send the COI and Endorsement documents to the address listed for the Certificate Holder, attention: Jheanel Butler.

It is the vendor's responsibility to ensure current insurance is always on file with HMI. If your policy expires mid-season, you must resubmit your insurance information with each renewal. Market Management reserves the right to remove vendors from the Market who do not resubmit up-to-date insurance.

Certificates of Insurance must be submitted by **March 4th for the 2024 Historic Manassas Farmers Market Season**. The review and approval of Certificates of Insurance will be conducted on a rolling basis. In the event that your COI does not meet the specified requirements, Market Management will provide guidance on necessary modifications. Exceptions to the COI requirements will be considered on a case-by-case basis, subject to HMI's discretion.

Please see the next page for a sample Certificate of Insurance you can present to your insurance agent to ensure they can provide the additionally insured coverage with the exact required language.

Vendors may not begin to participate until all fees are paid and the following have been submitted: a valid 2024 certificate of insurance, applicable food safety inspections/certification/permit, and City of Manassas Meals Tax registration documentation is turned in.



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) DATE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the

certificate holder in fied of such endorsement(s).	
PRODUCER	CONTACT AGENT NAME
INSURANCE AGENT NAME	PHONE (A/C, No, Ext): AGENT PHONE (A/C, No): AGENT FAX
ISSUING CERTIFICATE	E-MAIL ADDRESS: AGENT EMAIL
ADDRESS	INSURER(S) AFFORDING COVERAGE NAIC #
CITY STATE ZIP	INSURER A:
INSURED	INSURANCE COMPANY NAME
NAME OF PRODUCER/VENDOR	INSURER C:
CONTACT NAME	INSURER D:
ADDRESS	INSURER E:
CITY VA ZIP	INSURER F:
COVERAGES CERTIFICATE NUMBER:	REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR	TYPE OF INSURANCE		SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	S	
	GENERAL LIABILITY	INSK					EACH OCCURRENCE	\$	1000000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	10000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$	5000
Α		Χ		POLICY NUMBER	DATES	DATES	PERSONAL & ADV INJURY	\$	1000000
							GENERAL AGGREGATE	\$	2000000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$	200000
	X POLICY PRO- JECT LOC						OR INCLUDED	\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO						BODILY INJURY (Per person)	\$	
	ALL OWNED SCHEDULED AUTOS			EVIDENCE COVERAGE			BODILY INJURY (Per accident)	\$	
	HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
	30 class 200 cla							\$	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	
	DED RETENTION\$							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATU- TORY LIMITS OTH- ER		
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A		EVIDENCE COVERAGE			E.L. EACH ACCIDENT	\$	1000000
		N/A EVIDENCE COVERAGE			E.L. DISEASE - EA EMPLOYEE	\$	1000000		
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

IMPORTANT INSTRUCTIONS: PRODUCERS/VENDORS ARE REQUIRED TO NAME THE CITY OF MANASSAS AND HISTORIC MANASSAS INC., THEIR DIRECTORS, OFFICERS, EMPLOYEES, AND VOLUNTEERS AS AN ADDITIONAL INSURED TO INCLUDE ENDORSEMENT CG2011 (01-96) OR ITS EQUIVILANT ATTACHED. PROVIDE EVIDENCE OF CURRENT AUTO AND WORKERS COMPENSATION INSURANCE.

EMAIL CERTIFICATE WITH ENDORSEMENT TO INFO@HISTORICMANASSASINC.ORG

CERTIFICATE HOLDER	CANCELLATION			
THE CITY OF MANASSAS, HISTORIC MANASSAS, INC. INFO@HISTORICMANASSASINC.ORG 9431 WEST STREET,	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
MANASSAS, VA 20110	AUTHORIZED REPRESENTATIVE SIGNATURE REQUIRED			
ı	SIGNATURE REQUIRED			

CANCELLATION

CERTIFICATE HOLDER

## Food Safety Requirements and Resources

Please ensure that your operation is in compliance with all Virginia Department of Agriculture and Consumer Services (VDACS), Virginia Department of Health (VDH), and United States Department of Agriculture (USDA) regulations and requirements, including but not limited to, food safety, sampling, inspections, and labeling.

- **CLICK HERE** for the VDACS Food Safety Overview Presentation.
- CLICK HERE for the VAFMA Food Safety Webinar.
- **CLICK HERE** for VDACS Safe Sampling Guidelines.
- **CLICK HERE** for Labeling Requirements from VDACS.
- **CLICK HERE** for more information on VDACS Regulations for Farmers Markets.
- **CLICK HERE** for VCE Guide to selling raw, processed, & prepared food at market.

## **Inspections Required**

VDACS inspection is required for vendors selling food and food products at Farmers Markets, except when **Home Kitchen Processing Exemption** is followed.

- **CLICK HERE** for the VDACS Application for a Home Food Processing Operation.
- <u>CLICK HERE</u> For the VDACS Application for a Commercial Kitchen Food Processing Operation.
- **CLICK HERE** for the Virginia Home Kitchen Processing Exemption guidelines.

#### **Food Handling Certification**

All food vendors operating under the Kitchen Bill Exemption <u>must have</u> current food handling training and certification. This includes home bakers, snack makers, prepared food vendors, pickle makers, etc. A Food Handling Safety certificate is proof that you have been trained in cleanliness standards with any products for public consumption and <u>must be displayed at all times during market hours</u>. Certificates can be uploaded to your vendor profile on Marketspread.com.

#### Food Trucks at the Market

All food trucks at the Market must have a current valid Fire Prevention Code Permit. This is issued by the Fire Marshals' Office in the jurisdiction that the food truck is registered in. (VSFPC 319.2).

If the food truck is **registered in the City of Manassas**, and does not have a current permit, please call 703-257-8455 to schedule an inspection at least one week prior to the start of the Market. There is no fee for inspection or permit.

### **Temporary Food Establishment Permit**

All food vendors at the Market preparing, cooking, serving, and/or storing food, are required to get a Temporary Food Establishment (TFE) permit from the Prince William Health Department. A \$40 fee is to be paid once per year. The **exception to the fee** is if you already have a valid permit from the state of Virginia but a different jurisdiction – you will still need the application and a copy of your permit, but you will not owe a fee. Out of state vendors will need to pay the fees with their applications if not permitted anywhere in Virginia.

- **CLICK HERE** for the Prince William County Temporary Food Establishment Permit Application and submit application to <a href="mailto:angela.jones@vdh.virginia.gov">angela.jones@vdh.virginia.gov</a>.
- Once you have sent your application to the Prince William Health District's Point
  of Contact, you are eligible to attend the Market.
- Once received, prominently display the TFE Permit in your booth at all times.
- A copy of the TFE permit must be submitted to Market Management before the beginning of the market season, along with regular USDA and VDACS certifications.

For Information on Temporary Food Establishment Permits, <u>click here</u> or contact the Prince William Health District. Questions regarding safe food handling should be directed to Northern Virginia Regional Food Safety Officers. Contact info below:

#### **Prince William Health District**

8470 Kao Circle Manassas, VA 20110

Point of contact: Angela Jones

Email: Angela.Jones@vdh.virginia.gov

Office: 703-792-6310, option 1

#### Northern Virginia Regional Food Safety Officers

205 Keith Street, Suite 3 Warrenton, VA 20186

Email: foodsafety@vdacs.virginia.gov

Phone: 540-347-1920

## **Health Department Inspection**

Local Health Department authorities may conduct inspections of vendors' facilities at any time. Any evaluations resulting from these inspections must be promptly shared with Historic Manassas Farmers Market Management, accompanied by a detailed plan and timeline for addressing and correcting any concerns raised by the Health Department.

REGARDLESS of inspection status, ALL foods must follow: <u>Virginia Food Laws;</u> <u>21</u>

<u>CFR 117 Current Food Manufacturing Practices</u>; <u>21 CFR 101 Food Labeling</u>;

<u>other regulations</u> depending on type of food.

## **Market Logistics & Policies**

### 1. Tent And Equipment

- Vendors are required to bring their own equipment, including a 10x10 canopy tent, tables, chairs, and a 3x5 or larger banner or sign with your farm or company name. The company name should be large enough to be read from 20 feet away. Displays must not impair the natural flow of foot traffic through the Market.
- For safety reasons, all tents <u>MUST</u> be secured with weight of 30-lbs per leg regardless of the weather. Weights must be secured to tents with bungee cords or Velcro to ensure they do not become detached from the tent legs. Weights that sit unattached on the tent legs are not acceptable. Disk Weights are not preferred, but if they are used, they must add up to at least 30 pounds of weight on each tent leg and be attached securely.
- If tents, canopies, umbrellas, or signs are NOT adequately secured, we will require the Vendor to take them down and sell without them.

### 2. Electricity

- Access to electricity is not guaranteed and is provided at the Market
  Management's discretion. Vendors approved to use electrical power are
  responsible for providing their own long outdoor extension cords. They shall
  be protected against damage and shall not present a trip hazard.
- Use of generators is permitted during market hours as long as it is noted in your application and does not exceed 65 decibels. Generators should be placed and/or modulated in such a way so as to take other vendors, their employees, and customers into consideration.

## 3. Trash Disposal

- All trash generated by vendors must be removed at the end of the day and disposed of in the on-site City Dumpster by the Market Shed or taken off-site for disposal. On-site trash receptacles are for customer use only.
- Vendors who sell or sample a product that produces trash must have a trash receptacle accessible to customers.
- Before leaving the Market, all vendors must sweep their stall spaces and ensure that all litter, toothpicks, produce, and other product debris is removed.
- A fine will be issued for waste left onsite or in the city/HMI trash receptacles.

## 4. Amplified Music

 Vendors are not allowed to use amplified music or paging systems. Amplified music is only for entertainment arranged by Market Management.

### 5. Use of Propane

- The use of liquefied propane gas (propane) is limited to food preparation.
- Tent must be flame retardant if cooking with open flame
- LPG cylinder size shall not exceed 20 pounds (standard BBQ size) and shall be secured against tipping over.
  - Recommended tip prevention: place LPG container in a stable enclosure such as a milk carton.
  - Note: Commercially manufactured food preparation vehicles or trailers shall use the appropriate size LPG container per the manufacturer's recommendation.
- LPG cylinders must have a current hydrostatic test date.
- Extra gas must be stored away from operating generators.
- Fire Extinguishers must be readily available for use.
  - Every tent, structure, vehicle, or trailer that is used for cooking shall have at least one 2A:10B:C fire extinguisher.
  - Every tent, structure, vehicle, or trailer with cooking appliances that use combustible cooking media (animal or vegetable oils and fats) shall be equipped with a Type K fire extinguisher.

### 6. Tent/Booth Assignment

- Tent locations are assigned at the discretion of Market Management and could change if necessary. Season vendors will usually always have the same space each week. DROP-IN vendor spaces will change from week to week based on the schedules of the regular season vendors.
- A roster of participating vendors will be available on the HMI website and updated weekly to include new vendors and ongoing vendor changes. Information about individual businesses, including websites and phone numbers, is available to the public. This information is sourced directly from the vendor applications in Marketspread.

## 7. Market Setup and Load-In/Out

- Vendors must arrive a maximum of three (3) hours and a minimum of one (1)
  hour before the start of the Market and be set up and available to sell at
  least 5 minutes prior to opening.
- Spaces will be clearly marked, and Market Management and volunteers will be present to direct vendors to their assigned area for set-up.
- Vendors are expected to unload all of supplies and products in their designated space, park vehicles, and then return to unpack products and set up the booth space. The reverse is also true for load-out.
- Booth disassembly (specifically a vendor's tent, tent weights, and business banners) is not permitted until the Market closes, without exception.

### 8. Vendor Vehicles & Parking

- Vehicles moving within the market must be driven at no more than 5 miles per hour and must follow the flow of traffic as designated by Market Management.
- For the safety of customers and vendors, vendor vehicles must be removed from the Market 15 minutes prior to opening and are not allowed in the Market for tear-down until closing time.
- Parking is available for vendors in the Baldwin Elementary School Parking lot, the Osbourn High School lot, or Parking Lot F (Triangle Lot) across the Street.
- Vendors should avoid parking in designated customer parking spaces, or they will be fined. No one is allowed to park their vehicle in the Market footprint – not beside or behind their tent (unless you're a food truck).

#### 9. Inclement Weather & Market Cancellation

- The Historic Manassas Farmers Market is open-air and operates rain or shine.
- Our policy is not to close the Market unless we determine that it will be hazardous for attendees or are required to do so by local or state authorities.
   Because conditions change regularly and we rely on guidance from various sources to make the best decision for the safety of vendors and customers, HMI is unlikely to close the Market more than a day in advance.
  - Refunds will not be issued due to weather closings; credits may be issued to DROP-IN vendors.
- If the Market remains open and vendors feel unsafe traveling to the Market due to inclement weather, they can elect to not attend that week without penalty (and without refund) if Market Management is notified at least 2 hours before the Market starts via email or phone.

#### Procedures for closing a market in progress:

- Vendors must follow Market Manager instructions if a market in progress is shutting down.
- Vendors should finish only sales in progress and not encourage further shopping.
- o Find a safe shelter or remain in your car until the storm passes.
- If you feel you must leave the Market for your safety due to high wind and/or
  inclement weather after setup and the market is already in progress, please
  notify the Market Manager on duty FIRST. Leaving without notifying us is not
  an option. Our Market Manager is essential in facilitating a safe exit and
  accounting for your absence and location during such circumstances.

## 10. Service-Animals Only at the Market

• We love your pets, however for health and safety reasons, Historic Manassas Farmers Market is not able to accommodate pets, **unless they are trained** 

**certified service animals**. If you bring your pet to the Market, please bring a friend to walk them on the adjacent sidewalk and leashed at all times.

### At-Market Tokens & Other Services

Vendors (and on-site staff) are required to honor all forms of Market currency and understand the rules of acceptance and the reimbursement process. These programs are essential to create greater access to the Market and to increase sales for vendors.

#### **SNAP Tokens**

- Customers can use their Supplemental Nutrition Assistance Program (SNAP) EBT cards from all 50 states to purchase SNAP tokens, that come in two denominations: \$1 and \$5. There is no purchase minimum or fee.
  - Be aware: Other farmers markets use tokens for currency. Only accept "Historic Manassas Farmers Market" branded tokens. We are unable to reimburse other markets' tokens and will return them to you.
- **Eligible items**: most foods, including fruits, vegetables, animal protein, dairy products, edible seeds, baked goods to be taken home and plants intended for growing food.
- **Prohibited items**: non-food items (such as candles, non-edible tinctures) foods that are hot at the point of sale, alcoholic beverages, and flowers). It is illegal to exchange SNAP benefits for these products.
- Do not accept SNAP tokens if you're not an eligible vendor. We will not reimburse you.
- SNAP tokens may never be given as change for any market purchases for any reason. Any misuse of the SNAP tokens compromises HMI's eligibility to accept SNAP benefits at the Market. It is a privilege to offer this service to our customers and we have been through a rigorous application process to be granted authorization. Help us maintain our eligibility by following the rules.
- Please work with customers to modify purchases to reach the whole dollar value.

### Virginia Fresh Match

Despite the support of government programs like SNAP (formerly Food Stamps), many families struggle with food insecurity. To help fill the gap and get more farm-direct produce into the hands of our community members, HMI partners with Virginia Fresh Match, a nutrition incentive program that matches funds to help SNAP shoppers buy more healthy, local food at farmers markets. When shoppers use their EBT cards at the Market, the incentive matches the value (up to \$30), allowing shoppers to buy more fresh, local fruits and vegetables.

- Match Tokens come in \$1 and \$5 and can only be used for **fruits and vegetables**.
- No change given. Please work with customers to reach the whole dollar value.

 Match Tokens expire at the end of each year – Do Not accept a prior year's currency. Details of the new currency will be communicated with vendors at the beginning of each season.

#### **Token Reimbursement Process**

- Vendors are asked to bring their SNAP and/or Match Tokens to the Market Info booth for redemption at the end of each Market. <u>\$1 and \$5 tokens must be</u> separated and pre-counted by vendors.
- Token redemption is available to vendors until 30 minutes after the Market closes.
- The staff member at the booth will provide a receipt for the tokens.
- Reimbursement checks will be mailed to vendors twice per month or directly deposited if you have signed up for ACH.
- Any SNAP or Match Tokens used to purchase ineligible items will be retained by Market Management without reimbursement. The sale of ineligible items with SNAP benefits is illegal and risks our ability to accept SNAP.
- Questions about token reimbursement should be directed to Market Mgmt.

#### Senior & WIC Farmers Market Nutrition Checks

The Farm Market Fresh program, also known as the Senior & WIC Farmers' Market Nutrition Program (S/FMNP) is a federal and state nutrition program administered by the Department for Aging and Rehabilitative Services (DARS). DARS authorizes farmers to accept Virginia's Farm Market Fresh for Older Adults and WIC Program (S/FMNP) vouchers at farmers' markets.

Through the SFMNP, older adults are eligible to receive 10 vouchers (\$5 each), totaling \$50 worth of farmers market vouchers to purchase fresh fruits, vegetables, and fresh cut herbs from approved vendors if the following statements are true:

- They are 60 years of age or older.
- They are a resident of a locality that participates in the program.
- They do not live in the same household and they are not an immediate family member of the farmer who grows the produce.
- They meet the program's income requirements.

**Farmers will apply to be authorized to accept S/FMNP checks**. If you are approved, you will enter into a Farmer Agreement signed by DARS-OAS. The Agreement authorizes you as a Farmer to accept the S/FMNP checks. The local representative in your area will work with you in this program and will review your application.

- Application is active for two years.
- Farmers can only sell produce they grow themselves (no purchased/traded or auction produce).
- Agriculture partners contact the farmers to verify "locally-grown" criteria.
- <u>CLICK HERE</u> for more information or contact Kelly Wright, RDN Nutrition & S/FMNP Coordinator at (804) 662-9319 or kellywright@dars.virginia.gov.

## **Vendor Code of Conduct & Compliance**

- Vendors must plan to arrive between 5:00am 7:00am to allow sufficient time for setting up. Set-up supplies must be dropped off & vehicles must be out of the footprint by 7:45am. Failure to do so may result in a fine or non-participation for the day. No vehicles will be allowed to enter the Market operating spaces after 7:00am. If you need more than 1 hour to unload supplies and set up, please arrive within an appropriate time frame.
- All vendors must be set up at least 5 minutes before opening. Vendors arriving
   after 7:00am and within one (1) hour after the market's opening time, must loadin from the perimeter of the Market. <u>Do Not</u> block entry, traffic, or customer
   parking spaces. Vendors <u>arriving after 9:00am</u> will be permitted to participate in
   that day's market only at the discretion of the Market Manager.
  - Arrangements may be made with Market Management for emergency situations and extenuating circumstances. Lack of time management skills does not constitute an emergency.
- For pedestrian safety during setup, there is NO selling before the Market starts. The Market will be open for sales to customers <u>only</u> during scheduled market hours, which will be enforced by Market Management.
- All vendors are expected to remain at the Market for the duration of the Market times. Early departure is not permitted. Exceptions may be made for emergencies or in advance with Market Management's permission. The Market Manager must be notified upon leaving so that they can be assured that the departure is made safely.
- A vendor who disrupts the Market by arriving chronically late, or frequently leaving early, may result in a change of status as a "vendor in good standing" and will be reassigned, fined, or expelled for the remainder of the season at the discretion of Market Management. No fees will be refunded.
- Follow Market Manager instructions in the case of Inclement Weather while the Market is in progress.
- All items for sale must be clearly marked with the retail price. Prices may be
  posted on the product with an individual sign or posted as a list of prices on a
  large sign or board.
- Vendors are not permitted to use the following techniques while at the market:
  hawking, calling attention to products in a loud, repetitive public manner, or
  selling products in an aggressive way, or giving produce or other items away for
  free or at below cost pricing, thus undercutting potential sales for other vendors.
  This does not include sampling.
- Vendors are not allowed to smoke, vape, or use tobacco products within the Market footprint at any time.
- While at the Market, vendors are expected to conduct themselves professionally at all times, behaving courteously toward market staff, volunteers, customers,

and other vendors, as well as our neighbors or any persons who are present within the Market. We provide an important space for our community, and we want to create a safer space for all people.

- Vendors are responsible for the actions, including maintaining acceptable Producer-customer relations, of its representatives, employees, and anyone at their booth.
- Vendors may not disparage other vendors, products, or markets.
- Customer questions regarding farming practices should be answered factually and knowledgeably.
- No dogs are allowed in the Market. Only service animals are permitted.
- Vendors must pack up within 1-2 hours after the published closing time of the Market.

Please be patient with HMI Staff and volunteers and your fellow vendors. Safety is the priority and it's everyone's responsibility.

#### **Market Attendance & Communication**

The integrity of the Market is maintained by regular participation. Once approved, vendors are obligated to attend all scheduled market days unless other scheduling is noted in the application and discussed with Market Management. Product availability and seasonality may limit farmers' beginning and ending dates; therefore, a schedule will be developed prior to the start of the market season documenting the farmer, grower or producer's commitment to the Market.

- Attendance tracking begins with the first scheduled market day.
- Vendors are allowed three scheduled absences per market season without penalty.
- Scheduled market absences should be specified by the vendor on their Marketspread application or discussed with Market Management at the beginning of the season.
- Vendors not able to attend a market day (outside of already scheduled absences) should notify Market Management at least 72 hours in advance via phone at 703-361-6599 (landline) or email at <a href="mailto:iheanel@historicmanassasinc.org">iheanel@historicmanassasinc.org</a>.
   Failure to communicate an absence in the required timeframe may result in a No Call/No Show fine.
- Vendor cancellations of market dates due to health, emergencies, business failure, or other extraordinary circumstances will be taken into consideration regarding any penalties.
- Vendors with excessive absences or No Calls/No Shows may result in a change of status as a "vendor in good standing" and may be reassigned to a new space,

# suspended, or expelled from the Market at the discretion of Market Management. No fees will be refunded.

- Should a matter arise that requires a vendor to be absent from the Market for a known amount of time, (whether consecutive or not) the vendor may submit in writing a request for a Leave of Absence.
- An approved Leave of Absence will exempt vendors from excessive absence sanctions. It is understood that vendors will use their three allowable absences, if available, before an approved leave of absence begins.

Communication with Market Management is essential. Failure of a vendor to promptly return phone calls, reply to emails, share scheduled absences, provide paperwork, and pay fees is an infraction. If management has not received productive communication from a vendor after 30 days, it may result in suspension or expulsion from the Market.

#### **Gifts**

HMI Staff and volunteers may accept gifts from vendors, limited to items on the approved product list, with a maximum value of \$25. **Vendors are not obligated to provide gifts**. Offering or soliciting gifts to influence market-related decisions or gain favor is not permitted for both vendors or HMI Staff and volunteers.

## Violations, Sanctions, and Appeal Process

Violations of these rules, policies, or non-cooperation may result in any of the following disciplinary steps being issued by Market Management or HMI's Executive Director. Severity of the sanctions will be dependent upon the nature and intent of the offense and may not necessarily follow the order below:

- An oral warning
- A written notice (a fine may or may not be added)
- Suspension of selling privileges at the Market for 3 weeks
- Termination of selling privileges at the Market for remainder of the season.
- The severity of any sanction, fine, and/or discipline shall be directly related to the gravity or repetition of the violation. Fines shall be a minimum of \$25. Market Management reserves the right to issue greater fines in serious cases, including but not limited to egregious or intentional violations that cause significant disruption to other market participants or customers, interferes with HMI staff or volunteers, endangers the public safety or welfare, or may bring disrepute to the Market.
- 2. Reasonable warning and notice of consequential action to the disciplinary action shall be given.
- 3. The Market Management team and Executive Director are authorized to enforce and issue warnings, notices, and sanctions for violations.

- 4. Vendors who have concerns regarding other vendor compliance, market staff, safety, or policies should submit complaints or product challenges in writing to the Market Management team. The Events and Vendor Coordinator and the Executive Director will review each complaint and the concerned vendor will receive a specific written response within two weeks.
- 5. A vendor may appeal any decision concerning violation of these rules within 30 days of the violation notice or complaint response. An appeal must be presented in writing to the Executive Director. A decision by the Executive Director after informing the HMI Board shall be issued within 30 days of receipt and constitute a final and binding decision of any appeal.

## **Key Contacts & Helpful Links**

Market operations and daily issues are overseen by the Events & Vendor Coordinator, with on-site support from the Market Manager. Collectively, they serve as the market management team.

### Historic Manassas, Inc. Staff

#### **Executive Director**

Kristen Kiefer kristen@historicmanassasinc.org

#### **Comms & Promotions Coordinator**

Herbert Zepeda herbert@historicmanassasinc.org

#### **Events & Vendor Coordinator**

Jheanel Butler jheanel@historicmanassasinc.org

#### **Visitor Center & Volunteer Coordinator**

Kim Moore kim@historicmanassasinc.org

#### Historic Manassas, Inc. (Mailing Address)

Historic Manassas, Inc. 9431 West St., Manassas, VA 20110

Phone: (703) 361-6599

Email: info@historicmanassasinc.org

#### Additional Historic Manassas Events

**CLICK HERE** to learn more about HMI Signature Events and Festivals.

**CLICK HERE** to learn more about HMI First Fridays.

**CLICK HERE** to learn more about Merry Old Town.

## 2024 Historic Manassas Farmers Market Vendor Agreement

Vendors must agree to the terms & conditions to participate in the Historic Manassas Farmers Market:

- ✓ I have read, accept and agree to abide by, all rules, regulations, and terms of agreement as outlined in the Historic Manassas Farmers Market Vendor Handbook, including but not limited to, tent weight policy, attendance and off/unloading policies, vendor acceptance requirements, food safety guidelines, vendor conduct and compliance, stated hours of sales, display of business name, prices for all products, etc.
- ✓ I understand that each vendor will be allowed three scheduled absences per market per season. Unexpected vendor cancellations may be considered excused by Market Management on a case-by-case basis, but excessive absences or No Calls/No Shows may jeopardize my space in the Market.
- ✓ I understand that I, the business owner, am responsible for ensuring that all vendor representatives and employees are fully aware of and will comply with all rules, guidelines, and behavioral expectations as outlined in the Vendor Handbook.
- ✓ I certify that I am in compliance with all relevant laws of applicable regulatory agencies, including but not limited to, the Virginia Department of Agriculture and Consumer Services (VDACS), the Virginia Department of Health (VDH), the United States Department of Agriculture (USDA), Prince William Health District, and the Virginia Department of Taxation.
- ✓ I agree to cooperate with Market Management by turning in paperwork and paying market fees on time.
  - o Market Fees due March 4 at midnight.
  - o Insurance and Food Safety Permits/Certifications due March 4 at midnight.
- ✓ I understand that Market Space Fees are not refundable after March 29, 2024.
- ✓ I understand that participation in the Market does not guarantee a place in next year's Market.
- ✓ I agree to comply with on-site inspection as needed for verification of producer-only production. This includes site inspections with little to no advance warning.
- ✓ I agree to indemnify and hold harmless Historic Manassas, Inc. and the City of Manassas, their directors, officers, employees, and volunteers, from any and all claims for bodily injury, and personal injury and/or property damage, including cost of investigation, all expenses of litigation, including reasonable attorney fees and the cost of appeals arising out of any claims or suits, which result from errors, omissions, or negligent acts of the user, his agents or employees.
- ✓ I agree that as a condition of my participation in the Market, I will attempt in good faith to resolve any disputes through the complaint procedure as outlined in this application before resorting to litigation. Furthermore, I will limit the claim I may have against the Market resulting from a suspension or termination from the Market. If I am unsuccessful in my litigation, I agree to pay all of HMI's costs deriving from that litigation including but not limited to attorney's fees.
- ✓ I acknowledge that failure to comply with all market rules, and failure to submit insurance, certifications, and payments on time, could result in suspension or expulsion from Historic Manassas Farmers Market at the discretion of Market Management. No refund of fees.

By submitting this application, I acknowledge that I have read and agree to all the rules outlined in the Historic Manassas Farmers Market Vendor Handbook and agree to all the terms above.

Signature:	Date: