

Loudoun Valley HomeGrown Markets Association
"Proud to be a Producer Only Market"
PO Box 716 Hamilton VA 20159
www.loudounfarmersmarket.org
540-454-8089

LVHMA Farmers Market Application 2009

Dear Producer/Grower,

Thank you for your interest in participating in the Loudoun County HomeGrown Markets Association (LVHMA) Farmers Markets. Our goal is to provide fresh, wholesome products to our customers and educate them on the value of supporting locally produced agriculture.

We will be offering 6 Markets beginning the first week in May and running through October 2009:

Sundays: Cascades 9:00 am – 1:00 pm **Location:** The Senior Center, 21060 Whitfield Place, Sterling

Tuesdays: Lovettsville 3:30 pm – 7:00 pm **Location:** The Game Protective Association, Route 287

Thursdays: Purcellville 4:00 pm – 7:00 pm **Location:** 21st Street, across from the train station

Saturdays: Leesburg 8:00 am – Noon **Location:** Virginia Village Shopping Center, Catoctin Circle

Saturdays: Middleburg 8:00 am – Noon **Location:** 200-408 Stonewall Avenue (behind the Community Center)

Saturdays: Ashburn 8:00 am – Noon **Location:** 43480 Yukon Drive, Kaiser Permanente Parking Lot at Ryan Park Shopping Center (behind Giant)

These dates and times are correct as of January 1, 2009, but are subject to change due to unforeseen circumstances.

Please read over the application form carefully as there have been some changes. Mail your application and fees (see checklist) to LVHMA, PO Box 716, Hamilton, VA 20159. Additional applications can be downloaded from our web site www.loudounfarmersmarket.org

Applications must be received as soon as possible.
Applications received after February 6 will be considered on a "space available" basis.
Incomplete applications will not be processed.

Producers will be informed as to their acceptance by February 23, after the application has been reviewed by the Board of Directors.

Please direct any questions to Judy Stroske, Market Coordinator by email at judyvhma@verizon.net or by calling 540-454-8089.

We look forward to you joining us for an exciting and prosperous Market Season for all--

Sincerely,

Chris Hatch
LVHMA President

LOUDOUN VALLEY HOMEGROWN MARKETS ASSOCIATION
“Proud to be a Producer-Only Market”

Frequently Asked Questions

What is LVHMA?

The Loudoun Valley HomeGrown Markets Association is a group of farmers, growers and producers who together form a cooperative that has managed and promoted Farmers Markets in Loudoun County since 1995.

Why is LVHMA charging a 3% of gross sales fee this year?

LVHMA is charging this fee to pay for operating expenses including the salary of the Market Coordinator, advertising, special events, promotions, office supplies and site insurance. Many of these items have been covered by the County in the past, but budget cuts have forced LVHMA to do more on their own. We feel that the 3% is a way to get the revenue needed to operate without penalizing the smaller producer by establishing a large flat market fee. LVHMA is now a Cooperative, Not-for-Profit Entity, and any excess funds collected may be rebated back to members.

What is a “Producer-Only” Market?

A “Producer-Only” Market is one where all the products are sold directly to the public by the farmer, grower or producer of that item. LVHMA does not allow contract farming or re-selling of items purchased from another grower or producer. LVHMA is serious about maintaining the integrity of their markets and conducts periodic on-site inspections of their producers and has removed violators of this policy from our Markets.

How does LVHMA select Producers for their Markets?

LVHMA receives many applications for all of the Markets, but unfortunately, there are not enough spaces to fill every request. The current Board of Directors makes the selections for each Market Season. A number of factors are considered including: How long you have been a member of LVHMA, which markets you have participated in and your attendance record at past markets. LVHMA also considers the products carried by each Producer and how they relate to the product mix of each market.

Does LVHMA have a Producer Attendance Policy?

There is no formal attendance policy, however, the Market Managers do keep track as to which Producers are absent without notice. We understand when an unforeseen emergency occurs, however, recurring absences may see the Producer excluded from future Markets. Lack of attendance, without reason, may get you suspended from the current Markets you are in. We would appreciate you calling the Market Coordinator or Market Manager if you are unable to attend a Market, as it may be possible to allow a “Drop-in” to fill your space.

LVHMA Farmers Market Application 2009

Please Select 1 Market per Application

- | | |
|---|---|
| <input type="checkbox"/> Ashburn - Saturdays 8am-noon | <input type="checkbox"/> Cascades - Sundays 9am-1pm |
| <input type="checkbox"/> Leesburg - Saturdays 8am-noon | <input type="checkbox"/> Middleburg - Saturdays 8am-noon |
| <input type="checkbox"/> Lovettsville - Tuesdays 3:30pm - 7pm | <input type="checkbox"/> Purcellville - Thursdays 4pm-7pm |

Farm/Producer Name _____

Contact(s) _____

Mailing Address _____

City _____ State _____ Zip _____

Farm/Producer Address (if different from mailing address)

Home Phone _____ Cell Phone _____

Business Phone _____ FAX _____

Email _____

VA sales tax # (mandatory) _____

Vehicle(s) used at market _____

I accept the terms and conditions of the Loudoun Valley HomeGrown Markets Association and certify that I am in conformance with applicable regulations with the Virginia Department of Agriculture, the Virginia Health Department and agree to on-site inspection(s) as needed for verification of production.

I will abide by the complaint procedures and disciplinary actions outlined in this application.

I understand that individual product liability is my responsibility and hereby release LVHMA, the LVHMA Board of Directors, Market Managers and Coordinator, Loudoun County Department of Economic Development and employees from liability due to my products.

Signature

Date

LVHMA Farmers Market Fees 2009

All Producers/Growers wishing to sell at LVHMA Farmers Markets are required to join the Association. Dues for the yearly membership are \$25 and run from January 1 to December 31. Please see the membership form included with this application.

There is a Market Fee of \$100 per Farmers Market location, payable with this application, **plus** 3% of the Producer's daily gross market sales. The gross market sales must be reported within 24 hours of each market day to the Market Coordinator by telephone or email (judylvhma@verizon.net or 540-454-8089) and paid by the 5th of each month to: LVHMA PO Box 716 Hamilton, VA 20159

LVHMA Market Drop-in Procedures

LVHMA would like to invite Producers to participate in the markets as a "Drop-in" if your specialty is an item that would not be available during the entire market season. As there will be times when Producers accepted to the Market may not be able to attend, we would like to establish an additional list of Producers to call on to keep our Markets full and dynamic.

All Producers interested in "dropping-in" when space is available in the Market:

- **Must submit a complete application for review by the LVHMA Board of Directors.** This should be done as far in advance as possible to assure you will be considered for any available space.
- **Must be a member of LVHMA.** 2009 Dues are \$25.
- Once the application is approved, the Producer will be notified by the Market Coordinator when a space becomes available. All efforts will be made to give the Drop-in Producer as much notice as possible for scheduling and advertising purposes.
- Pay a Drop-in fee of \$20 a day, per market, up to a total amount equal to a season's market fee (\$100), **plus** 3% of the Producer's daily gross sales as outlined in the Market Fees section above.

If you are interested in joining any of our Farmers Markets as a Drop-in, please send your completed application including the Markets and dates you would be interested in participating to LVHMA, PO Box 716, Hamilton, VA 20159.

Payment of the above fees indicates that the Producer agrees to abide by the rules and regulations of the LVHMA Farmers Markets and will maintain the integrity of our "producer only" markets by assuring that all items sold are products they have grown or produced themselves.

If you have questions, please call or email the LVHMA Market Coordinator, Judy Stroske, at 540-454-8089 or judylvhma@verizon.net

Primary Producer Information for Meat/Produce Farm Producers

Please provide information for all locations where products you intend to sell are produced, and indicate if the land is owned or leased. A notarized copy of a signed lease agreement must be included with this application for each piece of land leased. Attach additional pages as needed.

Farm Name

Farmer's Name

Location 1: Physical Location and street address of primary land in production; if not able to be found using Map Quest, please draw a map:

Number of acres at this location: _____

This location is owned leased

Do the farmers live at this location as well? Yes No

Additional Location - Physical location and street address of additional land in production and map:

Number of acres at this location: _____

This location is owned leased

Additional Location - Physical location and street address of additional land in production and map:

Number of acres at this location: _____

This location is _____ owned leased

Loudoun Valley HomeGrown Markets Association
"Proud to be a Producer Only Market"
Baker's Certificate

Baker's Name _____

Immediate Family Member Baker(s) _____

Business Name _____

Address _____ City _____ State _____ Zip _____

County _____ Work Phone _____ Home Phone _____

Business Address (if different from above) _____

Indicate the products you make that you will be bringing to the Markets. (Note: this list is not meant to be restrictive but only a guideline for your placement in a Market to provide variety. Example: Cookies: Including, but not limited to: Chocolate Chip, Butter, Snickerdoodles, Almond Bread: Including, but not limited to: French, Hallah, Raisin)

I agree to sell only products that I, and/or my immediate family and my employees have produced on my property and/or property I lease. I will follow VDACS regulations, and will follow the requirements as set forth in the LVHMA Baker's Criteria.

Signature

Date

Please send this page to LVHMA, PO Box 716, Hamilton, VA 20159 and retain a copy for your records.

Loudoun Valley HomeGrown Markets Association Criteria for Bakers

All baked goods must strictly adhere to all regulations pertaining to baked goods that are set forth by the Virginia Department of Agriculture and Consumer Services (VDACS). Additionally, all bakers must meet the following guidelines:

Baked goods permitted for sale include pies, cakes, breads, cookies, jams and jellies.

“Baked goods” is defined “by the scratch rule” as a product that has been mixed, baked, finished and packaged for sale; repackaging of commercially prepared products is prohibited.

Bakers must submit, on even number years, prior to the market season, a kitchen inspection report from VDACS or an appropriate agency in your home state. This report must not contain any violations that pertain to kitchen cleanliness or food processing.

As of July 1, 2008, a home kitchen inspection is no longer required for baked goods, jams and jellies, and candies provided the Producer labels each product “Not for resale—Processed and Prepared without State Inspection”.

Bakers are required to follow the food labeling law as outlined by VDACS. All individually wrapped baked goods must have the following on the label. Labels may be typed or handwritten in permanent ink or a combination of both.

- Name of the product (i.e. cheese bread, brownies, etc.)
- List of all ingredients in sequential order from most used to least.
- Your name or name of your business.
- Net weight of the item.

Items that are not individually wrapped (such as cookies, brownies, fudge etc.) must contain the above items on the product label except that a total count of items in the package must be marked (such as 5 cookies, 6 brownies). Net weight of the package is not required.

If proper labeling, as listed in this agreement is not followed, the Market Manager may issue warnings or suspensions from one or all of the LVHMA markets.

If free samples are offered to customers, those samples should be kept covered at all times. If samples are to be cut the baker must wash the utensil in soapy water and rinse in clean water after each slice. The vendor is required to keep soapy water and clean water on hand during the market hours.

Baked goods that contain cheese must meet the minimum moisture content requirements as outlined by VDACS.

Please retain a copy of this page for your records.

LVHMA Meat Producer Statement

Please provide a separate form for each farm location listed on the Primary Producer Information form.

Producer _____

Contact(s) _____

Address _____

Telephone _____

Location (if animals not raised at above address) _____

Indicate the types of meats or meat products you will be bringing to the markets and the quantities you expect to have over the market season:

<u>Type of Meat</u>	<u>Quantity during Season</u>
_____	_____
_____	_____
_____	_____
_____	_____

Number and type of animals produced annually:

Beef _____ Hogs _____ Sheep & Lamb _____

Poultry _____ Goats _____ Other _____

Where Processed _____

I am permitted to sell eggs, seafood, and frozen meats provided that I meet the requirements of the Food Inspection Section of the Virginia Department of Agriculture and Consumer Services. The "Producer" must raise their animals for meat and meat products. All of the Producer's beef, lamb, goat, hog and poultry sold at the markets must be raised on their own farm(s), which includes cash leased properties. Contract farming is NOT allowed. Any animal bought by the Producer must spend at least half its life on the Producer's farm(s). The minimum time on the Producer's farm(s) would be: Beef 7 months, Lamb 4 months, Goat 6 months, Hog 4 months; Poultry raised from two week old (or less) chicks. Laying hens may be bought as pullets. Any other breed of animal must be pre-approved by the LVHMA Board of Directors before being offered for sale. The Producer must keep records of all purchases and install ear tags for correlation on all animals but Poultry. Producers may not use any growth hormones or medicated feed. Any antibiotics given to the animals must be for therapeutic use for sickness or injury.

I agree to sell only products that I, and/or my immediate family have produced on my property and/or property I lease and which have been processed in a Virginia or USDA inspected facility (home poultry processing OK).

Signature

Date

Please send this page to LVHMA, PO Box 716, Hamilton, VA 20159 and retain a copy for your records.

Producer Certification by County Agent

This part must be completed by your county extension agent.

I hereby certify that _____ (applicant) is, to the best of my knowledge, growing/producing the crops/goods described above in accordance with the rules and regulations of the Loudoun Valleys HomeGrown Markets Association. Further, I agree, upon request, to investigate any questions raised about the authenticity of said crops/goods made by authorized representative(s) of said Markets.

Signature _____ Date _____
County Extension Agent

Printed Name _____ County _____

Tel: _____

Proof of Liability Insurance

You must include with your application a certificate of insurance in force evidencing a general liability and property damage policy covering your participation during the dates of the LVHMA Farmers Market you apply for - 2009 Summer Market coverage would be from May 1, 2009 through October 31, 2009. **(This is required - failure to submit at time of application will be considered an incomplete application and will not accepted).**

It is imperative that the certificate of insurance includes coverage for:

- **“Products and Completed Operations” for at least \$1,000,000**
- **“Off-premises sales” for each Producer.**
- **LVHMA must be named on the policy as an “additional insured”.** Note: This can generally be included in the “Description of Operations, Locations, Vehicles, Exclusions Added by Endorsement, Special Provisions” section of your policy— please check with your policyholder.

This coverage is required for all Producers, both new and current members of LVHMA.

LVHMA Tent Weights and Weather Policy

In order to protect our Producers and customers during times of unexpected violent weather, the following measures are required to set up at any LVHMA Market.

Tents/Canopies/Umbrellas/Signs

Wind blown tents, canopies and umbrellas are the number one cause of injuries and insurance claims at Farmers Markets, but nearly all of this damage can be prevented. We require that every tent, canopy, umbrella, sign used at any LVHMA Market must be attached to an approved weight.

All tents, canopies, umbrellas, signs and other forms of stall covers must be sufficiently and safely secured to the ground ***from the moment the stall cover is erected at the start of the Market day to the moment immediately before it is taken down at the end of the Market.***

Tents and canopies are considered sufficiently secured with at least 24 pounds per leg and at least 50 pounds for umbrellas. Weights for signs will vary depending on the size of the sign. The Market Manager will make the final decision on the appropriate weight for signs. Weights should be secured in a manner that does not create its own safety hazard.

- Weights Should not cause a tripping hazard
- Weights should be tethered with lines that are clearly visible
- Weights should have soft edges to avoid causing cuts and scrapes
- Weights should be securely attached
- Weights should be on the ground (NOT above people's heads)

If tents, canopies, umbrellas or signs are NOT adequately secured, LVHMA Management will require the Producer to take them down and sell without them. If these items need to be taken down in the middle of the Market, Producers are expected to direct customers to a safe place so they will not be injured.

Examples of sufficient and safe weights include:

- Filling an empty paint can with cement and tying this to each corner of the tent with a rope or bungee. It is NOT sufficient to place the can on the feet of the tent.
- Filing containers with sand/cement that can be anchored or secured with a rope or bungee; these include canvas bags or plastic buckets/containers that have a handle through which a rope or bungee can be secured.
- PVC pipe capped and filled with cement can be hung on the inside of canopy poles as long as it is secured so that it does not collide with customers.

Examples of NOT sufficient or safe weights:

- Gallon water jugs. These are not heavy enough for large gusts of wind.
- Tying tents, canopies or umbrellas to tables, coolers or vehicles.
- Sandbags that cannot be placed upright and securely tied to the tent or canopy should not be used.

Please retain a copy of this page for your records.

LOUDOUN VALLEY HOMEGROWN MARKET ASSOCIATION TERMS OF AGREEMENT

The Loudoun Valley HomeGrown Markets Association was formed in 1994 to preserve the integrity and homegrown atmosphere of the Loudoun Farmers Markets. We look forward to a diverse selection of fresh agricultural products and sincerely hope that each vendor has a successful season. We have written this Terms of Agreement to provide an equitable and safe selling environment for all vendors and we require that each vendor read and abide by these Terms.

Producer-only Requirements

1. The Producer must raise, grow, produce, catch or bake everything they sell at the LVHMA markets. The term "Producer" includes the Primary Applicant's family and employees when they are directly involved in the methods of production. Producers may not sell items on behalf of, or bought from, any other farm or supplier, except for other rules specified below. Contract farming is NOT allowed in the LVHMA markets.
2. The local Extension Agent, in the county where my farm is located, has signed the attached HomeGrown Markets Producer Certificate verifying that I am the producer of all products indicated. I give permission for the local Extension Agent or a designee to inspect my farm.
3. I understand and give permission for a representative of the Association to visit my farm or production facility to verify my Producer's Certificate. I understand that this representative may also visit in response to a written complaint to the Association. I also understand that all inspections will be conducted within normal business hours and that I will be given 24 hours notice.
4. I understand that my farm or place of business must be located within 125 miles of Leesburg, Virginia in order to participate in the Loudoun Markets.

Acceptable Homegrown Products

5. Farm products: I am permitted to bring homegrown products including vegetables, fruits, herbs, honey, mushrooms, flowers, bedding plants, and nursery stock. I am permitted to sell cider, however, I understand that I must use my own press to process my own homegrown apples.
6. Baked goods*, jams, jellies, etc.: I am permitted to sell baked goods, jams, jellies, and some other value-added foods, within the rules and regulations of the Virginia Department of Agriculture and Consumer Services. I understand that I must provide a copy of the inspection certificate from the Food Inspection Section of VDACS, if my business is in Virginia, or from a comparable State inspection Agency of the state in which my business is located. I understand that I must comply with the laws of the County of Loudoun as to the need for a business license.

**Baked goods are defined by the "scratch rule". I must have mixed, baked, finished and packaged all items for sale; repackaging of commercially prepared products is prohibited.*

7. Bottled wine: If I am selling bottled wine, I understand that I must obtain a business license and the required remote license from the ABC authorities. I understand that the Loudoun Farmers Markets are an ABC Off location.

8. Refrigerated/frozen meats, etc.: I am permitted to sell eggs, seafood, and frozen meats provided that I meet the requirements of the Food Inspection Section of the Virginia Department of Agriculture and Consumer Services. The "Producer" must raise their animals for meat and meat products. All of the Producer's beef, lamb, goat and hog and poultry sold at the markets must be raised on their own farm(s), which includes cash leased properties. Contract farming is NOT allowed. Any animal bought by the Producer must spend at least half its life on the Producer's farm(s). The minimum time on the Producer's farm(s) would be: Beef 7 months, Lamb 4 months, Goat 6 months, Hog 4 months, Poultry from two week old (or less) chicks. Laying hens may be bought as pullets. Any other breed of animal must be pre-approved by the LVHMA Board of Directors before being offered for sale. The Producer must keep records of all purchases and install ear tags for correlation on all animals but Poultry. Producers may not use any growth hormones or medicated feed. Any antibiotics given to the animals must be for therapeutic use for sickness or injury. The Producer may cook and give away samples of their products, but selling of products cooked at the market is prohibited.

9. Craft items: I am permitted to sell craft items of an agricultural nature (e.g., herbal wreaths, pepper strings, beeswax candles) provided that the items are grown and fashioned by me. Flea market items are not permitted. The LVHMA retains the right to control the type of craft items being sold at its Markets.

Space/Market Requirements

10. I will furnish my own tables, chairs, scales for weighing, and other display arrangements. I understand that goods may be sold directly from the back of my truck. I understand that my truck and set-up must fit within my assigned space and may not encroach on adjoining spaces.

11. I am permitted only one vehicle per space assigned to me by the Association. I understand that I will be assigned a single market space. No vendor may rent more than one market space.

12. I understand that I must remain in my assigned market space when selling my products and that I must conduct my sales in an orderly business manner. I understand that shouting and other objectionable means of soliciting trade are prohibited. I understand that radios are not to be played during market hours.

13. I understand that shoes and attire appropriate to a food market are required while selling at the markets.

14. I understand that I must have a sign that identifies my farm name and location.

15. I understand that set-up/arrival time for the LVHMA Farmers Markets is 1 hour before the opening of the market. If I arrive less than one-half hour prior to the market opening, I must check with the Market Manager to ensure safety of vendors and customers. I also understand that if I am unable to attend the market for any reason, I am required to notify the Market Manager of my absence as soon as I am able.

16. I understand that "bagging" is permitted 15 minutes before the opening time of the market.

17. I agree to stop selling at the closing time of the market, recognizing that customers already at the market at closing time may be served. I understand that I must vacate the market site within one hour of the closing time of the market. I understand that I am responsible for cleaning my space after each market, and in assisting the Market Manager in keeping the common areas clean.

18. I understand that subleasing, selling, transferring, or permitting another farmer to use my market space is prohibited.

19. I understand that I may not bring a dog to the market.

Authority and Duties of the Market Manager

20. I understand the Market Manager is the representative of the LVHMA Board of Directors and has the authority to enforce the Terms of Agreement and act under the Complaint Procedures for the purpose of achieving the goals of the LVHMA. I further understand that the primary task of the Market Manager is to enhance the market experience of customers, promote a pleasant and mutually beneficial atmosphere for both the customers and the vendors, and develop a positive and cooperative attitude concerning local food production and purchase. Consequently, I agree to abide by the Market Manager's decisions made during market hours in all matters relating to compliance with the Terms of Agreement and to follow the Complaint Procedures to protect my interests. For any disagreement concerning my compliance with the Terms of Agreement that arises between me and a Market Manager, I agree to cease immediately whatever action is the cause of the disagreement so the Board of Directors can settle the disagreement. I further agree to abide by the decision of the Board of Directors.

21. Consistent with paragraph 20, I understand that the Market Manager has the following duties, and agree to cooperate with him/her in fulfilling these duties as they relate to me:

- a. Record attendance of vendors;
- b. Open and close the market with a bell or horn;
- c. Adjust the opening and closing hours of the markets for reasonable cause, such as impending dangerous weather conditions;
- d. Assign spaces to vendors, reassign spaces for absences of vendors, and accommodate seasonal absence and attendance of vendors;
- e. Enforce all producer-only, home-grown and market space requirements set out in the Terms of Agreement;
- f. Resolve minor disputes on site by mutual agreement of the parties involved; failing this, take the dispute to the Board of Directors;
- g. Report alleged violations of the Terms of Agreement, in writing, to the Board of Directors;
- h. Act as liaison between the market vendors and the Board of Directors;
- i. Convene brief meetings of the vendors as necessary;
- j. Submit a written report on important market developments, issues and recommendations to the Board of Directors at the end of the season.
- k. Act as representative of the Board of Directors in media events and public acts connected with the market.

Legal Requirements

22. I am properly registered regarding the collection of state sales in Virginia. I understand that even if I am a resident of another state, I must register for the collection of the Virginia State Sales Tax. I have all other required documents to sell at the Loudoun Farmers Markets and I have included copies with my application.

Insurance/Liability Requirements

23. I have obtained my own liability insurance. I have obtained auto liability coverage and, where applicable, I have met workmen's compensation requirements.

You must include with your application a certificate of insurance in force evidencing a general liability and property damage policy covering your participation during the dates of the LVHMA Farmers Market you apply for.

It is imperative that the certificate of insurance includes coverage for:

- "Products and Completed Operations" for at least \$1,000,000
- "Off-premises sales" for each Producer.
- LVHMA must be named on the policy as an "additional insured". Note: This can generally be included in the "Description of Operations, Locations, Vehicles, Exclusions Added by Endorsement, Special Provisions" section of your policy—please check with your policyholder

24. I agree that the Loudoun Valley HomeGrown Markets Association will not be held liable for any injuries or damages incurred at the Markets. I agree to hold Loudoun Valley HomeGrown Markets Association harmless against any and all losses, claims, or actions arising from the Markets.

25. I agree that the various legal entities holding ownership of the various locations at which the Association's Farmers Markets are held will not be held liable for any injuries or damages incurred at the markets. I agree to hold these owners harmless against any and all losses, claims, or actions arising from the markets.

Reporting of Sales and Payments

26. I agree to report my gross market sales to the Market Coordinator within 24 hours of the close of market. This can be done either by email or telephone to Judy Stroske at judyvhma@verizon.net or 540-454-8089.

27. I agree to pay my 3% reported gross market sales fee by the 5th of each month to LVHMA, PO Box 716, Hamilton, VA 20159.

I understand the above Terms of Agreement and agree to abide to these Terms during my participation in the Loudoun Valley HomeGrown Markets Association Farmers Markets. I understand that if I fail to abide by the above Terms of Agreement, permission for me to participate in any of the Farmers Markets operated by the Loudoun Valley HomeGrown Markets Association can be withdrawn. I understand that these Terms are subject to change by the Association and that I would be required to abide by the changed rules in order to continue my participation in the markets, understanding that as a voting member of the Association, I would have a voice in any rules changes.

Please retain a copy of these Terms of Agreement for your records.

Loudoun Valley HomeGrown Markets Association Complaint Procedures

1. Producer-Only Rule Violations

- a. Complaints against a producer regarding the origin of produce or goods must be made in writing and sent to the President of the LVHMA. The identity of the person making the complaint will be held in confidence.
- b. The producer will receive written notice of all complaints.
- c. The Board of Directors will investigate the complaint and rule on it within two working weeks. If the Board upholds the complaint against the vendor, it shall instruct the vendor to end the practice immediately or lose the privilege to sell in the market. If the Board of Directors fails to settle the disagreement within two working weeks, the vendor will be allowed to continue the action that led to the complaint.
- d. The Board will notify the person who registered the complaint of its ruling.

2. Other Terms of Agreement Violations

- a. These complaints can be made verbally or in writing to the Market Manager or to a member of the Loudoun Valley HomeGrown Markets Association Board of Directors.
- b. These complaints may be resolved by agreement of all parties involved or, failing this, by decision of the Board of Directors on a case-by-case basis.

Disciplinary Actions

1. Producer-Only Rule Violations

- a. A second violation of the Producer-only Rule will result in permanent exclusion of the vendor involved from the Loudoun Valley HomeGrown Markets.

2. Other Terms of Agreement Violations

- a. All other violations of rules specified in the Terms of Agreement will be subject to the following disciplinary actions:
 - i. Verbal warning with immediate resolution by the Market Manager.
 - ii. Repeated offenses may result in 1 or 2 week suspension or forfeiture of market space as decided by the Board of Directors.
- b. If disciplinary action results in suspension, forfeiture of space, or permanent exclusion, no refunds of fees will be given.

Appeals

A producer against whom a complaint has been made may, after receipt of the findings of the Board of Directors, appeal by requesting an in-person hearing before the Board of Directors. Following this hearing, the Board's decision will be final.

Please retain a copy of this page for your records.

LVHMA Amended Application Procedure

Producers—please use this form if you want to sell additional products during the season that were not on your original application to the LVHMA Farmers Markets.

You may email a copy of this to the LVHMA Market Coordinator, Judy Stroske at judyvhma@verizon.net or mail a copy to LVHMA, PO Box 716, Hamilton, VA 20159.

The Market Coordinator will consult with the appropriate Market Manager to see if your product is acceptable for sale at the desired location. We will do our best to insure that there is adequate variety at all markets and not an overabundance of any one product.

The Market Coordinator will then contact you as to whether or not you may bring the desired product to market within 7-10 days of receiving this application.

Please do not bring products to market until you have received approval. The Market Manager has authority to remove from sale any items that have not been approved through the LVHMA process.

Producer:

Address:

Telephone:

Email:

Please list the item(s) you want added to your original LVHMA Application and the Markets you want to sell these items:

LVHMA Application Checklist

Please submit a separate application for each market

- Ashburn Signed Application
- Cascades Signed Application
- Leesburg Signed Application
- Lovettsville Signed Application
- Purcellville Signed Application
- Middleburg Signed Application

- Market Fee (\$100 per Market)
- Certificate of Insurance
- LVHMA Membership 2009 (see attached form)
- Produce/Horticultural Producers enclose pages 3,5,6,7,11,19
- Bakers enclose pages 3,7,8,19 plus Kitchen Inspection if necessary
- Meat Producers enclose pages 3,5,7,10,11,19

Please make check payable to: LVHMA

Mail check and completed application to:

LVHMA, PO Box 716, Hamilton, VA 20159

Loudoun Valley HomeGrown Markets Association
Membership Application
January-December 2009

Dear Grower/Producer,

Thank you for your interest in joining the Loudoun Valley HomeGrown Markets Association for the calendar year January 1st through December 31st, 2009. LVHMA has been the organizing and management body of the premier Farmers Markets in Loudoun County since 1995.

What do you get for your membership fee?

- The ability to make application to one or all LVHMA markets, currently
 - Cascades
 - Lovettsville
 - Purcellville
 - Ashburn
 - Leesburg (Summer and Winter)
 - Middleburg
- The opportunity to set up and sell with other Growers/Producers to educated consumers from one of the most affluent counties in the nation who want to buy 'local' and are interested in supporting small farmers and businesses.
- The ability to advertise your farm, business and products on our web site and in newsletters received by over 1200 customers. LVHMA also participates in advertisements and promotions in association with the Loudoun County Department of Economic Development.
- A voice in the management of a Market Organization that exists solely to promote its members and is a "not for profit" entity.
- An Organization that is proud of it's Agricultural Heritage and has the integrity to stand by its Grower/Producer Only statement.

More information about LVHMA, including By-Laws, Terms of Agreement and news about current Markets can be found by visiting our web site: www.loudounfarmersmarkets.org or by calling 540-454-8089 and speaking with Judy Stroske, our Market Coordinator.

Sincerely,

Chris Hatch

LVHMA President

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Farm/Producer Name _____

Contact(s) _____

Mailing Address _____

City _____ State _____ Zip _____

Farm/Producer Address (if different from mailing address)

Home Phone _____ Cell Phone _____

Business Phone _____ Fax _____

Email _____

I am a New Member of LVHMA

I have been a LVHMA Member for _____ year(s).

Types of LVHMA Membership (Please check the one that applies to you):

Farm Based Member - Producer of agricultural, horticultural or animal husbandry, farm based products. This is a voting membership. Dues are \$25 a calendar year Jan-Dec.

Nonfarm Based Member - Producer of nonfarm based products. Sales of these products are subject to approval by the LVHMA Board of Directors. This is a voting membership. Dues are \$25 a calendar year Jan-Dec.

Sustaining Member - Any person, partnership, firm, cooperative or corporation not actively engaged in selling at LVHMA markets, but wishing to further the aims of the Association, is welcome to contribute to LVHMA. This is not a voting membership.

I am applying for membership in the Loudoun Valley HomeGrown Markets Association and agree to abide by their By-Laws and Terms of Agreement.

Signature

Date

Please send this page and your dues to LVHMA, PO Box 716, Hamilton, VA 20159 and retain a copy for your records.