

CULPEPER RENAISSANCE, INC
2023 CULPEPER DOWNTOWN FARMERS MARKET - VENDOR APPLICATION

Date _____ Virginia Sales Tax ID Number _____

Name _____

Farm/Business Name _____

Names of all those selling goods at vendor space _____

Address _____

Directions to Farm _____

Telephone _____ Email _____

Vehicle License Number(s) _____

Exact number of miles your farm is located from the market _____

Number of years you have been a participant in the Culpeper Downtown Market? _____

Exact Date(s) Vendor Space Desired (if part time) or Planned Absences (if full time):

Products to be sold at the Culpeper Downtown Farmers Market (Be Specific)

Please indicate primary products

1. _____ 6. _____

2. _____ 7. _____

3. _____ 8. _____

4. _____ 9. _____

5. _____ 10. _____

Do you have a copy of the Culpeper Downtown Farmers Market Rules and Regulations to sell items at the Downtown Culpeper Farmers Market? YES NO

Full-time Vendor

Part-time Vendor

Yes No

I agree to participate in the SNAP (supplemental nutrition assistance program) token reimbursement program.

***** In order to be a participating SNAP vendor you must not personally be receiving SNAP benefits.**

Yes No

I would like my information listed as a farmers market participant on CRI's website.

Web site: _____

The Culpeper Downtown Farmers Market is sponsored by Culpeper Renaissance, Inc. to provide local agriculturists in Culpeper County and surrounding regions, with a retail outlet and marketing opportunity for their products. These terms are intended to preserve the integrity and rural atmosphere of the Market and to provide an equitable and safe selling environment for all vendors. Each vendor is to read and abide by these terms and the attached Culpeper Downtown Farmers Market Rules and Regulations.

Fees: Full-time vendors are guaranteed the same space each Saturday for **\$300.00 per designated (10x10) space/tent/canopy per season** (26 Saturdays/May 6 - October 28, 2023). Multiple spaces can be purchased, please indicate on application. Note: Full-time vendors will be able to attend the Culpeper Downtown Winter Farmers Market (December 2, 9, 16, 2023) for no additional costs (details provided at later date). Part-time vendors will be assigned a space for **\$50.00/day** on a first come basis, as available. Part-time vendors must be paid and pre-approved by 12pm, by the CRI office, the Wednesday prior to the market in which you wish to attend. Note: A part-time vendor will owe no additional vendor fees once six markets have been paid for (totaling \$300).

Application and all fees are due by Monday, March 6, 2023.
Incomplete applications will not be accepted.

THE ABOVE VENDOR AGREES AS FOLLOWS:

1. Vendor has received a copy of the Culpeper Downtown Farmers Market Rules and Regulations and Code of Conduct. Vendor has reviewed and thereby understands the terms of participation in the Market and agrees to abide by these terms during his/her/their participation. Vendor understands that if they fail to abide by the Terms of the Culpeper Downtown Farmers Market Rules and Regulations and Code of Conduct, The Culpeper Downtown Farmers Market Committee can withdraw permission for the Vendor to participate in the Market. The Vendor understands the terms of the Culpeper Downtown Farmers Market Rules and Regulations and Code of Conduct are subject to change by the Culpeper Renaissance, Inc. Farmers Market Committee.
2. Vendor agrees to pay a **non-refundable fee per the schedule above. Once application has been accepted by the market the fees are non-refundable.**
3. Vendor will cooperate with the Rules and Regulations and Code of Conduct provided by Culpeper Renaissance, Inc.
4. Vendor agrees to execute the required Hold Harmless and Indemnity Agreement with CRI and the Town of Culpeper.

Applicant Signature

Date

CRI Representative

Date

Approved: _____ **Assigned Space Number:** _____ **Denied:** _____

Please mail or deliver completed application along with your signed Hold Harmless and Indemnity Agreement, Certificate of Insurance, signed Code of Conduct and check made payable to Culpeper Renaissance, Inc. to:

CRI/ Culpeper Downtown Farmers Market

127 West Davis Street

Culpeper, Virginia 22701

Phone: (540) 825-4416

Email: crievents@culpeperdowntown.com

Website: www.culpeperdowntown.com

_____ **Total Score**

CULPEPER RENAISSANCE INC
2023 CULPEPER DOWNTOWN FARMERS MARKET
RULES & REGULATIONS

1. Eligibility – The Market is open to vendors who live and produce their products within a 75-mile radius of Culpeper. Vendors are permitted to sell goods produced by another grower or artisan, provided the items are produced within the 75-mile limit. No out-of-state products are permitted. Any items not listed below must be approved by Culpeper Renaissance, Inc.(CRI).
2. Food items – The following food items may be sold at the Market:
 - 2.1. Locally grown fruits, vegetables, flowers, herbs and honey.
 - 2.2. Homemade baked goods such as breads, brownies, cookies or fruit pies; prepared foods such as jams and jellies; highly acidified canned goods such as pickled vegetables; Perishable baked goods such as those with custard or dairy cream fillings are not permitted.
 - 2.3. Locally produced eggs and cheeses and processed meats or fish are permitted provided that they are kept refrigerated or frozen.
 - 2.4. All home-prepared consumable products must be labeled with the name of the product, net weight (or count), ingredients in order of predominance, and the preparer’s name and address.
 - 2.5. Canned or wax sealed fruit and vegetables are not permitted.
 - 2.6. Concession stands or food prepared to be consumed on the premises must be approved by the Health Department and in compliance with town laws.
 - 2.7. Those vendors serving prepared food must provide a current copy of Health Department permit.
3. Non-food items –
 - 3.1. Locally grown cut flowers and potted perennials, annuals and herbs may be sold at the Market.
 - 3.2. Handmade items made by the vendor from homegrown or locally collected materials such as herb or grapevine wreaths and dried flower arrangements may be sold at the Market.
 - 3.3. Sale or distribution of live animals is prohibited.
4. Art & Crafts – Although crafts are incidental to the purpose of the Market, which is primarily intended to promote agriculture, they are permitted with some limitations.
 - 4.1. The following crafts are generally permitted: wood carving, weaving, pottery, afghans, quilts, wreaths, baskets, candles, and wood planters.
 - 4.2. All art & craft items sold at the Market must be produced by the vendors who sell them.
 - 4.3. Produce vendors who also manufacture crafts may sell their crafts at the Market.
 - 4.4. Flea market items are not permitted.
 - 4.5. No more than 10% of the market space available, unless approved by CRI Farmers Market Committee, may be occupied by booth spaces where crafts/art is the primary source of income. Any discrepancies will be settled by Virginia Sales Tax Forms.
 - 4.6. All primarily craft/art vendors will be subject to a juried review by the CRI Farmers Market Committee.
5. Licenses, Taxes, Insurance, and Permits – It is the sole responsibility of each vendor to be familiar with and abide by all local, state, and federal regulations about the production, harvest, preparation, preservation, labeling, and safety of products he/she brings to the market.
 - 5.1. Each vendor must be properly registered to collect and pay Virginia State sales taxes. The collection and filing of any applicable taxes will be the responsibility of the vendor. Information and applications may be obtained from the Virginia Department of Taxation, P.O. Box 1114, Richmond, VA 23218-1114.
www.tax.virginia.gov Call 804-440-2541 to request forms.

- 5.2. All weighing scales must be for commercial use and have a current valid certification sticker signed by the Virginia Department of Weights and Measures. Virginia Weights and Measures 804-786-2476.
 - 5.3. Vendors must provide a Certificate of Liability Insurance.
6. Health, Sanitation, and Safety
- 6.1. Compliance with all Health Department and Department of Agriculture guidelines and restrictions is the sole responsibility of the vendor.
 - 6.2. Vendors will be responsible for the collection and removal of all refuse generated from sales at their space.
 - 6.3. The use of chewing tobacco, snuff products, smoking tobacco, alcohol or illegal substances are not permitted at the Market.
 - 6.4. Behavior by vendors or customers judged to be disruptive or detrimental to the peaceful operation of the Market will not be allowed. Sales must take place from vendor space only. Solicitation outside of vendor space is NOT allowed.
 - 6.5. Vendor spaces are to be operated by individuals at least 16 years of age.
 - 6.6. Small children brought to the Market by vendors must be kept under supervision of a designated adult at all times and remain in designated vendor space.
 - 6.7. The Culpeper Downtown Farmers Market, Culpeper Renaissance, Inc., and the Town of Culpeper will not be responsible for damage or loss of any personal belongings left unattended.
 - 6.8. Any unsafe or unsanitary conditions should be brought to the immediate attention of the Market Manager on duty.
 - 6.9. All vendors and employees of vendors must perform a health self-assessment prior to attending the market each Saturday. Vendors may not attend the market if they experience any symptoms.
7. Space Assignments
- 7.1. All vendors will be assigned a 10 x 10 space by CRI. All approved vehicles, products and display brought to the market must fit within the vendor's allocated space. Vendors are prohibited from using any material that will permanently damage the parking lot.
 - 7.2. Vendors may park and unload as early as one hour before the market opens, but no later than 15 minutes before opening. Late entries may be prohibited from entering if the Market Manager deems it unsafe or disruptive.
 - 7.3. If a vendor does not show up by 7:15 a.m., the space may be assigned to another vendor.
 - 7.4. Consistent attendance at the Market is expected. Vendors must notify the Market Manager and CRI at least 48 hours in advance of any anticipated absence. Absences with less notice will be treated as a no-show. E-mail to: crievents@culpeperdowntown.com . Phone to: 540-825-4416 (CRI office)
 - 7.5. If a vendor has two or more no-shows, their space may be given to another vendor. No fees will be refunded.
 - 7.6. A vendor with excessive absences may be expelled from the market by the Market Manager with direction from the CRI Farmers Market Committee. No fees will be refunded.
 - 7.7. The Market Manager will officially open and close the Market. Vendors will not sell before or after the designated hours.
 - 7.8. Movement to a space other than the assigned space is prohibited without prior approval from the Market Manager.
 - 7.9. Final authority for Market Day arrangements rests with the Market Manager.
 - 7.10. Any unused vendor space may be used for market entertainment and/or market related demonstrations.
8. Tents Weights
- 8.1. To protect vendors and customers during times of unexpected violent weather, the following measures are mandatory for the Culpeper Downtown Farmers Market.

- 8.2. Every tent, canopy, and umbrella used at the Culpeper Downtown Farmers Market must be weighted down. Tents and canopies are considered sufficiently secured with at least 24 pounds per leg.
 - 8.3. Weights should be secured in a manner that does not create its own safety hazard.
 - 8.4. If tents, canopies or umbrellas are not adequately secured, the Market Manager will require the vendor to take them down and sell without them.
9. Any questions not covered by the Rules and Regulations will be handled on a case-by-case basis by the Market Manager, but final authority rests with the CRI Farmers Market Committee. Disagreements with any Market Manager decision, or other concerns, should be brought to the attention of Culpeper Renaissance, Inc. in the form of a written and signed letter. Vendors who violate ANY Culpeper Downtown Farmers Market regulations will first be given a verbal warning. Upon a second violation, Culpeper Renaissance, Inc. will issue a written warning to the vendor. Upon a subsequent infraction an additional written notice will be issued, and they will no longer be permitted to participate in the Market.



2023 CULPEPER DOWNTOWN FARMERS MARKET PROFESSIONAL CODE OF CONDUCT:

All vendors will be respectful to the Culpeper Renaissance Board of Directors and staff, the Culpeper Downtown Farmers Market volunteer committee, fellow vendors, volunteers, and customers.

All vendors will follow the rules and regulations of the Culpeper Downtown Farmers Market as outlined in the official Rules and Regulations Document.

Vendors may not bully, disrespect, or publicly disparage other vendors, products, volunteers, customers, CRI staff, market manager, businesses, or the Culpeper Downtown Farmers Market, either in person or by electronic media. This type of behavior may result in permanent expulsion from the Culpeper Downtown Farmers Market with no redress.

All vendors and volunteers will respect the privacy and confidentiality of others.

Any questions not covered by the Rules and Regulations will be handled on a case-by-case basis by Culpeper Renaissance staff and the Market Manager, but final authority rests with the Culpeper Renaissance Inc. and the CRI Farmers Market Committee. Disagreements with any Market Manager decision, or other concerns, should be brought to the attention of CRI in the form of a written and signed letter. Vendors who violate ANY Culpeper Downtown Farmers Market regulations will first be given a verbal warning. Upon a second violation, CRI will issue a written warning to the vendor. Upon a subsequent infraction an additional written notice will be issued and they will no longer be permitted to participate in the Market.

Upon signing of this document, you will assume responsibility for all members of your staff representing your business at the Culpeper Downtown Market.

Farm/Business name: _____

Owner's signature: _____ Date: _____

HOLD HARMLESS AND INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT, made and entered into the ____ day of _____, 2023, by and between the Town of Culpeper, a Municipal Corporation of the Commonwealth of Virginia, hereinafter called the “Town,” and Culpeper Renaissance Incorporated (hereinafter called “CRI”), and _____, (hereinafter called “Vendor”) a vendor of the Culpeper Downtown Farmers Market in the Town of Culpeper, Virginia.

WHEREAS, in consideration of the Management Agreement between CRI and the Town of Culpeper for CRI to manage the Town of Culpeper Downtown Farmers Market, the undersigned Vendor agrees to indemnify, defend and hold harmless the Town of Culpeper, Virginia, its staff, employees, representatives or agents CRI, its staff, employees, representatives or agents responsible from any and all liability, loss, damage, cost, or expense which the Vendor may hereafter incur because of such action.

NOW, THEREFORE, the undersigned Vendor hereby agrees to indemnify and save harmless the said Town of Culpeper, Virginia, its officers, agents, employees, community representatives and volunteers, CRI, its officers, agents, employees, community representatives and volunteers as follows:

Vendor hereby agrees to indemnify, defend and save harmless the said Town of Culpeper, Virginia, its officers, agents, employees, community representatives and volunteers, CRI, its officers, agents, employees, community representatives and volunteers responsible from any and all liability, loss, damage, cost, or expense which the Vendor may hereafter incur, suffer or be required to pay by reason of said participation in the Culpeper Downtown Farmers Market.

Vendor hereby agrees to indemnify, defend, and hold harmless the Town and its officers, agents, employees, community representatives, and volunteers from any and all damages, claims, judgments, losses, damages, payments, costs, fines and or fees levied against the Town and expenses of every nature and description, including attorneys fees, arising out of or resulting from Vendor’s participation in the Culpeper Downtown Farmers Market.

Vendor hereby agrees to indemnify, defend, and hold harmless CRI and its officers, agents, employees, community representatives, and volunteers from any and all damages, claims, judgments, losses, damages, payments, costs, fines and or fees levied against CRI and expenses of every nature and description, including attorneys fees, arising out of or resulting from Vendor’s participation in the Culpeper Downtown Farmers Market.

WITNESS the following signature and seal of:

Applicant Signature **Date**

Town Manager, Town of Culpeper **Date**

CRI Representative **Date**



Thank you for agreeing to be a SNAP vendor participant at the Culpeper Downtown Farmers Market.

Please note the following items are terms of participation:

- 1) Eligible food items for sales only – Eligible foods means:
Any food or food product intended for human consumption except alcoholic beverages, tobacco, and hot foods intended for immediate consumption
- 2) Foods for the household to eat, such as:
 - a. breads and cereals;
 - b. fruits and vegetables;
 - c. meats, fish and poultry; and
 - d. dairy products
 - e. seeds and plants which produce food for the household to eat
- 3) No change may be given for the \$1 tokens used
- 4) Tokens may be submitted to the SNAP associate once you have collected 20 tokens. Please see the SNAP associate for a reimbursement form.
- 5) Reimbursement to vendors will be available approximately two weeks after token collection.