



BARNESVILLE-LAMAR COUNTY FARMERS MARKET

“Your garden medley market”

Operating Rules – 2019

1. The market shall be located at the parking lot of the old First National Bank (United Bank) adjacent to Market Street
2. The official operating hours for the market are from 9:00 a.m. until 6:00 p.m. each Thursday from May 2 to September 26, 2019. Actual set up time shall be at vendor discretion but please be advised that set up is to be accomplished prior to 12:00 noon.
3. Participation is open to any person interested in the promotion of this market and willing to abide by its regulations.
4. It is the responsibility of each vendor/producer to abide by all federal/state/county regulations which govern the production, harvest, preparation, preservation, labeling, and safety of the product the vendor offers for sale at the market.
5. There will be a \$5.00 set up fee each week per vendor space to help defray the cost of the market. The setup fee entitles vendors to a 12x12 vendor space. Please do not infringe on other spaces. Spaces are first come, first serve.
6. Fruits and vegetables may be sold only in their raw, unprocessed form.
7. The sale of hot boiled peanuts can be permitted when prepared on site and dispensed directly into containers used for said sale.
8. Home baked foods and processed food such as honey, bread, cakes, cookies, pies, jams, and jellies are welcome. These items are no longer governed by the certified kitchen law. Items such as pickles, canned vegetables, and salsa must be processed in accordance with the National Center for Home Food Preservation at the University of Georgia (<http://nchfp.uga.edu/index.html>). In order to sell these goods, you must be licensed and have completed the Better Process Control School. Organic products cannot be sold unless you have an Organic Certification. Eggs, dairy, and meat products are governed by Georgia Compliance Laws (see attached).

9. All processed products must be labeled with:
 - The **COMMON NAME** of the food.
 - The **NAME, ADDRESS, and PHONE NUMBER** of the person who made the item.
 - A list of all **INGREDIENTS** with the common name of each ingredient.
10. Each vendor will be responsible for setting up, displaying, and packaging their products as well as protecting those products from the elements. Vendors must leave their selling area in a clean and orderly condition. All unsold goods must be removed from the property.
11. Vendors may provide samples under the stipulation that all samples are kept covered. Essentials for offering samples include: washed produce in clean containers that can be covered (like a clear, hinged-top container or an unbreakable cake dome), food service gloves, and toothpicks to spear the samples for customers.
12. Vendors may coordinate and sell for each other as long as the products are labeled with their origin. The label does not have to be on each item. A sign on the table or tailgate indicating origin is acceptable.
13. If items are brought to the market for resale, it will be necessary to put a sign on the table or tailgate indicating origin.
14. It is prohibited to sell live animals of any kind at the market. Photos of said animals may be exhibited together with information about the animals.
15. Setting prices is one of the most critical tasks for a vendor at a farmers market. Prices should be based on fair market value negotiated by the vendor and the customer. Be fair to yourself, be fair to customers, and be fair to other vendors. Two good sources of pricing are the supermarkets and the Farmers and Consumers Market Bulletin (<http://www.agr.georgia.gov/market-bulletin.aspx>) . It will be necessary to make up your own pricing for specialty and exotic items that may not be readily available at supermarkets.

Please don't undercut. New growers and hobby growers often come into a market and sell their produce way too cheaply. In doing this, they end up hurting other farmers, the market's image, and ultimately, themselves. This type of behavior is highly discouraged.

Any individual attempting price fixing or circulating rumors in order to upset other operations shall be subject to removal from the market and may be prohibited from further participation with the market.

***Please note that due to antitrust laws, the Barnesville-Lamar County Chamber of Commerce cannot set, mandate, or regulate prices of any items being sold at the market.**

16. An accident or injury must be immediately reported to the Barnesville-Lamar County Chamber of Commerce and a situation report must be completed. Anyone who participates in the market as a vendor or customer does so at their own risk. The market is not liable for any injury to person or property.

17. It is **not** the intent of this Market to conflict with any of the local merchants. Selling of such produce shall only be allowed if approved by the Board. If you have a question about the sale of a particular item, please contact the Barnesville-Lamar County Chamber of Commerce to seek approval.
18. Each vendor will be responsible for his/her own equipment and will be responsible for leaving the market site in the condition it was found. All trash and spilled items are to be cleaned up at the end of each day. Any damage caused to the property by the vendor will be replaced by the vendor at his/her own expense.
19. **We understand that issues may arise concerning other vendors, vendor spaces, and items for sale. If you experience an issue with another vendor you are expected to resolve the situation amicably.**

If you experience an issue or problem and you need immediate assistance, please contact Christopher Deraney, Director of the Barnesville-Lamar County Chamber of Commerce at (770) 358-5884 or after 5:00pm, please call Liz Pittman at (770) 584-1637.

I hereby acknowledge that I have read the above rules for the 2019 Barnesville-Lamar County Farmers Market and that my participation is based upon my adherence to these rules.

Name

Date

Signature

BARNESVILLE-LAMAR COUNTY FARMERS MARKET

RELEASE AND INDEMNIFICATION

The undersigned, as a vendor, and in consideration of being a member of the BARNESVILLE-LAMAR COUNTY FARMERS MARKET and in further consideration of being permitted to participate in and to sell agricultural products on Thursday afternoons in said market agrees as follows:

1. To read and comply with all the rules and conditions of the BARNESVILLE-LAMAR COUNTY FARMERS MARKET.
2. To indemnify, save, and hold harmless the Barnesville-Lamar County Farmers Market as well as the City of Barnesville, Georgia, the County of Lamar, Georgia, the Barnesville-Lamar County Chamber of Commerce, and United Bank (owner of the real property used by the Market) from any and all liabilities, charges, claims, demands, legal action and adverse judgments for any and all personal injuries, property loss or for any deaths that may arise out of or that may result from the use by the undersigned of the assigned space, including ingress and egress of a portion of the real property being used for the market by the undersigned.

Signed this _____ day of _____, 2019

Signature _____

(Print contact info clearly)

Name: _____ **Signature:** _____

Address: _____ **City:** _____ **Zip:** _____

Telephone: _____ **Cell Phone:** _____

Email: _____

Emergency Name and Number: _____

Witness and Accepted by:

BARNESVILLE-LAMAR COUNTY FARMERS MARKET