



Fairfax County Farmers Markets 2025 Vendor Handbook & Additional Resources

Sponsored by Community Horticulture Office
Green Spring Gardens Fairfax County Park Authority



Table of Contents

Contents

Fairfax County Farmers Markets 2025 Vendor Handbook & Additional Resources	1
Table of Contents	2
Fairfax County Farmers Markets Mission and Vision	4
2025 Fairfax County Farmers Markets Schedule	5
VENDOR REQUIREMENTS	6
Producer-Only Requirement	6
Local Requirement	6
Food and Agriculture-based Requirement	6
SNAP Requirement	7
PRODUCT REQUIREMENTS	8
Eligible Items	8
Prohibited Products	8
Dairy/Ice Cream Guidelines	8
Coffee Guidelines	9
Value-Added Products	10
Hot Foods	11
APPLICATION AND SELECTION PROCESS	12
2025 Application Process	12
Selection Process	12
MARKET FEES	13
Non-Refundable Application Fee	13
Market Fee Structure	13
Market Fee Enforcement	13
Vendor Pop-Up Program	14
PAYMENT INFORMATION	15

Payment Options	15
Payment Plan	15
INSURANCE REQUIREMENTS	16
Liability Insurance	16
Sample Certificate of Insurance	17
Instructions for Submitting Certificates of Insurance	18
Insurance Requirements FAQ's.....	19
FOOD SAFETY REQUIREMENTS	21
VDACS Permit.....	21
Temporary Food Establishment Permit	22
Safe Sampling	22
Labeling Requirements	23
Links to Additional Food Safety Resources.....	24
AT-MARKET RULES.....	25
Basic Conduct at the Market.....	25
Attendance.....	26
Inclement Weather	26
Tent Weights	27
Plastic Bags in the Market	28
Propane and Generator Use & Safety	28
Required Information to Display.....	28
VENDOR PREPARATION CHECKLIST	30
Market Rules Reminders:.....	30
Tent and Product Appearance:	30
COMPLAINT PROCEDURES.....	31
Producer-Only Rule Violations.....	31
Other Terms of Agreement Violations (late arrivals, violations, etc.)	31
FCCA FARMERS MARKETS VENDOR AGREEMENT	32



Fairfax County Farmers Markets Mission and Vision

Sponsored by Community Horticulture Office Green Spring Gardens Fairfax County
Park Authority

Mission

The mission of the Fairfax County Farmers Markets is to provide residents access to locally grown products and create market opportunities for area farmers and food producers.

Vision

Reconnect people with locally produced food in a fun, community atmosphere.

Fairfax County Park Authority operates 10 farmers markets across Fairfax County. Our markets are strictly producer-only, meaning that all our farmers and producers may only sell what they raise on their farms or make from scratch. Our vendors all come from within a 125-mile radius of Fairfax County, with a few exceptions for hard-to-find products such as dairy and organic produce. We encourage vendors to use local ingredients in the creation of their products as much as possible.

2025 Fairfax County Farmers Markets Schedule

Wednesdays			
McCutcheon/ Mount Vernon	April 16 – November 26 8 a.m. – 12 p.m.	Sherwood Library, 2501 Sherwood Hall Lane, Alexandria, Va.	SNAP accepted, bonus dollar program!
Oakmont	May 7 – October 29 8 a.m. – 12 p.m.	Oakmont Recreation Center, 3200 Jermantown Road, Oakton, Va.	
Wakefield	May 7 – October 29 2 – 6 p.m.	Wakefield Park, 8100 Braddock Road, Annandale, Va.	SNAP accepted, bonus dollar program!
Thursdays			
Annandale	May 1 – October 30 8 a.m. - 12 p.m.	Mason District Park, 6621 Columbia Pike, Annandale, Va.	SNAP accepted, bonus dollar program!
Herndon	May 1 – October 30 8 a.m. – 12 p.m.	700 Block of Lynn St. Old Town Herndon, Va.	
Fridays			
McLean	May 2 – October 31 8 a.m. – 12 p.m.	Lewinsville Park, 1659 Chain Bridge Road, McLean, Va.	
Kingstowne	May 2 – October 24 3 – 7 p.m.	5870 Kingstowne Towne Center, Alexandria, Va.	
Saturdays			
Burke	April 19 – November 22 8a.m. - 12p.m.	VRE Parking Lot, 5671 Roberts Parkway, Burke, Va.	
Reston	April 26 – November 22 8 a.m. – 12 p.m.	Lake Anne Village Center, 1609-A Washington Plaza, Reston, Va.	SNAP accepted, bonus dollar program!
Sundays			
Lorton	May 4 – November 23 8 a.m. – 12 p.m.	VRE Parking Lot, 8990 Lorton Station Blvd, Lorton, Va.	SNAP accepted, bonus dollar program!

VENDOR REQUIREMENTS

Producer-Only Requirement

- Fairfax County Farmers Markets are strictly producer-only, meaning vendors must grow, raise, or make from scratch all products sold at the market.
- Distributors, brokers, and the re-selling of products is strictly prohibited.
- A **producer** is defined as a grower, employee, partner, or family member who is directly engaged in the growth and production of the produce or products sold.
- Producers may include agricultural and horticultural producers, baked goods, prepared food vendors, and value-added vendors.
- All farm products sold at the market must be grown or produced by the vendor. All baked and value-added food items must be made from scratch by the vendor. Produce must be fresh and of the best quality.
- *Exceptions: Locally roasted coffee and dairy products.*

Local Requirement

- All items sold must be grown or produced by the vendor or his designee on land or in a facility owned or leased by the vendor within 125 miles of Green Spring Gardens (4603 Green Spring Road, Alexandria, Virginia).
- *Exceptions: Certified organic produce, seafood, and dairy farmers that are just outside the 125-mile limit.*

Food and Agriculture-based Requirement

- Fairfax County Farmers Markets only allow the sale of food, agricultural, and horticultural items and does not offer space to craft vendors or other non-food businesses.
- A Community Use Area (CUA) is available directly outside of our markets for non-profits, political organizations, and community groups to use on a “first come, first served” basis.
Exceptions: Crafts and body products created using materials from the vendor’s existing agricultural operation, i.e. candles or lip balms made from a honey farmer’s leftover beeswax.

SNAP Requirement

- Select Fairfax County Farmers Markets accept Supplemental Nutrition Assistance Program (SNAP) benefits. SNAP benefits provide low-income households with electronic benefits (EBT) they can use like a debit card to purchase food at authorized Farmers Markets and grocery stores.
- **New vendors are required to accept SNAP benefits** if they are placed at a Market that accepts SNAP. You do not need to apply to accept SNAP benefits.
- When a customer uses their SNAP tokens at your stand, you will receive a receipt at the end of the day for how many tokens you have. You will get reimbursed for the token amount within 30 days.

PRODUCT REQUIREMENTS

Eligible Items

- Produce – vegetables, fruits, microgreens.
- Meats – chicken, turkey, pork, beef, bison, rabbit, sausage, venison.
- Seafood – finfish, shellfish & crustaceans harvested from Chesapeake Bay and other nearby tributaries.
- Dairy – milk, eggs, cheese, butter, ice cream, kefir, yogurt.
- Honey – bee pollen, beeswax bi-products.
- Baked goods – bread, cookies, cupcakes, etc.
- Prepared food – soups, sandwiches, pastas, dumplings, etc.
- Herbs – fresh & dried herbs, teas.
- Plants – vegetable starts, potted/cut herbs, potted/cut flowers
- Coffee – must be locally roasted.
- Wine – grapes and wine must be locally produced.
- CBD Products – must follow all VDACS, VDH, and USDA regulations.
- Additional Value-Added Products – Jams, Jellies, pickled products.
- Hot foods.

Prohibited Products

- Olives, olive oil, chocolate, or other non-local products except locally roasted coffee
- Crafts, body products, or any non-food items*
- Highly Invasive Plant Species, as defined by Virginia Department of Conservation & Recreation.

*Agricultural vendors have the option to sell crafts and body products created using materials from the vendor's existing agricultural operation. An example would be candles or lip balms made from a honey farmer's leftover beeswax. All non-food items must have prior approval from the Farmers Market Staff.

Dairy/Ice Cream Guidelines

Milk, Dairy and Cheese

Fresh milk must be from the dairyman's own herd or creamery. It is preferred if cheese, cream, yogurt and other dairy products are made using milk from dairyman's own herd, but milk sourced from another local dairy farmer may be used upon approval. Flavoring agents (fruit, herbs or honey) used in the products should come from local vendors.

Frozen Dairy or Fruit Products

Ice cream must be made by the vendor. A preference is given to vendors who uses milk or cream from the vendor's own herd or creamery, or who source milk from a local farmer. Flavoring agents

(fruit, vegetables or honey) used in the products should come from local sources. Frozen dairy or fruit products should highlight regional produce and seasonal ingredients. Out of region, necessary flavorings (such as vanilla) may be purchased.

Producer-Only Local Dairy Exemption

We allow existing FCPA Farmers Market Vendors to apply for the opportunity to resell locally sourced dairy products if there is not a dairy vendor currently at that market. Any type of vendor can qualify to resell local dairy; however, we require that vendors demonstrate that they have the appropriate infrastructure necessary to safely resale dairy products (cooling systems and thermometers).

Vendor Requirements:

- **Vendor must provide proof that dairy comes from a producer-only, local partner. The resale of non-local, non-producer-only dairy is prohibited.**
- Vendors must have at least one sign displayed at all times, clearly indicating the resale of local dairy products.
 - Sign must contain dairy name, location, website, and contact information
- Packaging of dairy product must meet labeling requirements for wholesale retail, including but not limited to (depending on your states regulations):
 - Name of farm
 - Address of farm
 - Contact phone number
 - Net weight
 - Expiration date
- Vendors may be asked to discontinue the resale of dairy products, in the event that a producer-only dairy vendor offering the same products wishes to enter a market
 - If this did occur, the vendor would be notified before the market season during the vendor selection process.
 - If at all possible, we will continue to accommodate both dairy products, as long as overlap is minimal.
- Vendors Are liable for any foodborne illness that may occur.
 - We highly recommend you speak with your insurance agent and ensure your current coverage extends to the resale of local dairy products.

Coffee Guidelines

The inclusion of locally roasted coffee at Fairfax County Farmers Markets is an exception to the producer-only rule which states that all agricultural products must be grown locally by the vendor.

Vendor Requirements:

- All coffee must be locally roasted within 125 miles of Fairfax County.
- Cups of coffee and bagged beans can be sold.
- Coffee vendors must be producer-only, meaning all beans must be roasted by the vendor. Resale of locally roasted beans is not permitted.

- Coffee should be single origin, defined as sourced from one farm, mill, or co- operative.
- Vendors that demonstrate fair or direct trade relationships with small farmers will be given primary consideration during the vendor selection process.
- Vendors that demonstrate use of sustainable farming practices will be given primary consideration during the vendor selection process.
- Vendors must provide at least two trash cans for customers to use. All trash must be taken away for disposal off-site. Nothing can be left behind.
- Creamer served with coffee should be locally sourced whenever possible.
- Sustainable materials must be used for coffee served on-site. **No Styrofoam or plastic allowed.**
- Vendors must ask permission to use a generator if they require one in their tent. Not all requests to use generators will be met. Generator use is based on space available in the market, existing generator use, noise, and odor levels.
- If the vendor is selling hot coffee or tea on site, they must obtain a **Temporary Food Establishment (TFE) Permit** from the Fairfax County Health Department.

Reston is not accepting coffee vendor applications due to its location on private property and the landlord's guidelines.

Value-Added Products

A Value-Added Product is defined by FCPA as **any product which has been processed or modified from a farm product or raw ingredient to add value to it.** Value-added producers include bakers, prepared food vendors, and any other vendors that grow or purchase ingredients to create a product from scratch.

Value-added products are permitted for sale if they have received prior approval from the Farmers Market Staff.

Vendor Requirements:

- Vendors should source at least one ingredient locally in value-added products
- All value-added products, including baked goods and prepared foods, must **be made from scratch by the vendor.** Using prepared mixes or repackaging of commercially prepared products is prohibited.
- Value-added food vendors that sell products that must be temperature controlled or that are unpackaged must obtain a **Temporary Food Establishment (TFE) Permit** from the Fairfax County Health Department.
- Value-added food vendors **must submit a current copy of their home kitchen or commercial kitchen inspection from VDACS or an appropriate agency** in their home state with their application. This report must not contain any violations that pertain to kitchen cleanliness or food processing.
- Some value-added food vendors may fall under **VDACS's Home Kitchen Processing Exemption.** This allows certain low risk foods, acidified vegetables, and honey to be made from a private home without VDACS inspection, provided the producer properly labels each product. Please ensure that your operation is in compliance with all VDACS and Health Department regulations and food safety requirements.

Hot Foods

Selection is based on vendor's ability to obtain appropriate paperwork, bring appropriate equipment, and their ability to source locally and/or grow their ingredients. Priority is given to existing FCPA vendors that wish to start selling hot foods.

Vendor Requirements:

- Must not use propane or generator without prior permission from Farmers Market Staff.
- Generators will be carefully placed to reduce noise pollution inside of the market and may not exceed 65 decibels.
- All products must be made from scratch featuring locally sourced products.
- Vendors are NOT permitted to sell hot foods prepared on-site without previous approval from Farmers Market Staff.
- Indicate your interest in selling hot foods in the regular 2025 season application.
- Food trucks are not allowed.
- Hot food vendors must obtain a **Temporary Food Establishment (TFE) Permit** from the Fairfax County Health Department.
- Hot food vendors **must submit a current copy of their home kitchen or commercial kitchen inspection from VDACS or an appropriate agency** in their home state with their application. This report must not contain any violations that pertain to kitchen cleanliness or food processing.
- **Supplies Required:**
 - Propane tanks and/or generators/extension cords secured outside of tent.
 - Cooking equipment (such as pots, grill top, burner, etc.).
 - Fire-retardant tent (if using open flame).
 - Fire extinguisher and other fire safety equipment.
 - Handwashing and sanitizing station; must follow TFE food safety guidelines.
 - Trash cans for customers consuming hot food products. Vendors will not be permitted to use Park Authority or County trash cans to dispose of farmers market waste; vendors must take their trash with them and leave their areas clean.

APPLICATION AND SELECTION PROCESS

2025 Application Process

The application process occurs on Marketspread.com, the market management software platform used by Fairfax County Farmers Markets.

JANUARY 14: Prospective Vendor Interest Meeting held virtually.

JANUARY 21: Applications open.

FEBRUARY 10: Applications close and the application fee is due at 5 p.m.

FEBRUARY 11-23: Vendor selection process.

FEBRUARY 24: Vendors are notified of selection status and invoices are sent to accepted vendors.

MARCH 10 Market space fees are due.

MARCH 10: Liability Insurance, TFE Permits and Food Safety Certificates are due.

MARCH 29: Market space fees are not refundable after this date.

APRIL – MAY: Markets begin.

Vendors may not enter the markets until all fees are paid, insurance is approved, and applicable food safety inspections and certifications are turned in.

Selection Process

Once it is determined that a vendor meets all the requirements, final placement is based on several factors.

- Previous vendors in **good standing** receive preferential consideration for market acceptance.
- Available space at each market for new vendors.
- Special consideration is given to farmers that are certified organic or certified naturally grown.
- Preference is given to vendors who source their ingredients locally.
- Vendor's availability to consistently attend through the end of the individual market season.
- **Past attendance is taken into consideration.**
- The 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, and have previous experience selling their product.
- Fairfax County Farmers Markets has identified our preferred ratio of products, for the benefit of customers and vendors. Vendors will be accepted to fill a product need for a particular market using the guidelines listed below.
 - Fruits and Vegetables: 45 – 55%
 - The remaining 45 – 55% will be split among the following vendor types, based on the needs of the market:
 - Baked goods
 - Meat and Dairy
 - Plants and cut flowers
 - Other (honey, jams, prepared food, etc.)

Fairfax County Farmers Markets reserves the right to limit vendor participation in multiple markets to allow entry of new vendors and support a wider diversity of food products.

MARKET FEES

Non-Refundable Application Fee

To apply to FCPA Farmers Markets, vendors are charged a \$50 non-refundable application fee.

- Applications and fees are due **Monday, February 10 at 5 p.m.**
- Please note that applications will not be considered until the application fee is paid.
- **Vendors only pay for one application fee, even if you apply to multiple markets.**

Market Fee Structure

Fees are calculated based on selling space (Ft²). We reserve the right to adjust and modify your requests based on available space.

- Market space fees are due **Monday, March 10 at 5 p.m.** *A \$50 fee will be applied to late payments.*
- Market space fees are not refundable after **Friday, March 29.**

SPACE REQUESTED	TOTAL SPACE FEE
100 Ft ²	\$360
150 Ft ²	\$440
200 Ft ²	\$525
250 Ft ²	\$600
300 Ft ²	\$690
400 Ft ²	\$855
500 Ft ²	\$1020

Application Fee: \$50

Pop-Up / Daily Market Fee: \$35

Market Fee Enforcement

- While a little bit of product overflow outside of your tent or stall is OK, excessive overflow >50ft² will be charged an additional fee.
- The Farmers Market Coordinator will inspect each vendor's tent or stall space throughout the season and notify any vendors using more space than originally requested. Those found to have purchased less tent space than is being used will be required to either relinquish the space or pay the balance.
- If space allows and with the permission of FCPA staff, you may choose to increase your stall space mid-season.

Vendor Pop-Up Program

The purpose of this program is to create more flexibility for vendors within the Fairfax County Farmers Markets and to fill in gaps as needed at markets. Pop-up vendor **applications will open in July** to current and new vendors.

Vendor Requirements:

- Pop-up vendors must comply with all full season vendor requirements including Liability Insurance, TFE Permits and Food Safety Certificates.
- **Pop-up fee is \$35.00 per market day** and will be billed at least seven (7) days prior to your pop-up date and must be paid prior to participation in the market. No pop-up fee refunds will be issued once scheduled pop-up dates are confirmed.
- Participation is at the discretion of the Farmers Market Managers and Farmers Market Coordinator.
- Pop-up availability is based on the individual needs of each market, the space available at each market, and the schedules of the regular season vendors. Pop-up opportunities are not guaranteed.
- Pop-up vendors will be allowed one 10x10 space unless otherwise discussed.

PAYMENT INFORMATION

You will receive an invoice from Marketspread.com with a breakdown of your market fees. You must pay the application fee, due February 10 at 5 p.m., regardless of acceptance status. If you are accepted into a market(s) the market space fee is due March 10 at 5 p.m. **You cannot pay the invoice through Marketspread. Instead, please pay using one of the options below.**

Payment Options

- Returning Vendors: Use your current username and password to access your Payment Account through the FCPA secure online portal.
- New Vendors: Please create an account on the FCPA secure online portal. Further instructions will be sent via email.
- Alternative Option: Mail a check payable to “**Fairfax County Park Authority.**” **Make sure to include your business name.**
- **If you experience any technical difficulties when making your payment through the online portal, call us at 571-340-3322.**

Make checks payable to:

“Fairfax County Park Authority”

Mail checks to:

Green Spring Gardens

Attn: Fairfax County Farmers Markets

4603 Green Spring Road, Alexandria VA, 22312

Payment Plan

- A **payment plan** is available for vendors approved in multiple markets owing more than \$900.00.
- You must reference your request for the payment plan on the Marketspread application.
- **A \$50 administrative fee will be billed with your first payment.**
- Payment installments will be due on **March 10, and the first Monday of April, May, and June.**
- A minimum payment of one market space fee is due for each installment.
- **Vendors with outstanding balances will not be permitted into the market until the balance is paid.**
- If you choose to participate in the payment plan, we will contact you to determine the amount of each installment and method of payment.

INSURANCE REQUIREMENTS

Liability Insurance

All participating vendors at Fairfax County Farmers Markets are required to purchase Commercial General Liability insurance coverage in the amount of **\$1,000,000 per occurrence**. A current copy of the insurance certificate (Certificate of Insurance (COI)) **must always be on file with the Farmers Market Coordinator**. If you attend multiple Fairfax County Farmers Markets, only one certificate is required.

Vehicle Insurance Requirements

The Vendor agrees to maintain owned, non-owned, and hired Automobile Liability insurance indicated below, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Vendor. If vendor's agent does not cover both auto and general liability, a separate COI is required for both with the same additionally insured language.

Vehicle Class	Curb Weight Max	Coverage Requirement
Light-Duty Vehicle	<6,000 lbs.	\$100,000
Medium-Duty Vehicle	6,001 – 8,500 lbs.	\$500,000
Light Heavy-Duty Vehicle	8,501-26,000 lbs.	\$750,000
Heavy-Duty Vehicle (CDL Required)	>26,000 lbs.	\$1,000,000

The following additionally insured language is required by Fairfax County Risk Management, and should be placed under the Description of Operations (Additionally Insured):

“The Fairfax County Park Authority and the County of Fairfax, their officers, employees and volunteers are included as an additional insured with respects to the Liability Policies as required by written contract. Insurance provided is primary and non-contributory with respect to the liability policies as required by written contract. The certificate holder will receive 30 days’ notice of cancellation for any reason except non-payment of premium. Waiver of subrogation applies as per policy language.”

We cannot accept a certificate unless this exact additionally insured line is added. Please present this contract to your insurance agent to ensure they can provide the additionally insured coverage.

The certificate holder block must read:

Fairfax County Park Authority
Green Spring Gardens
4603 Green Spring Road Alexandria, VA 22312

Sample Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/01/2021

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 have ADDITIONAL INSURED provisions or 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 lieu of such endorsement(s).

PRODUCER Insurance Corporation 170 Any Road, Suite 200 Any City, Virginia 22000	CONTACT NAME John Doe	
	PHONE (A/C, No, Ext): (703)555-1212	FAX (A/C, No): (703)555-1212
E-MAIL Address: info@insurance.com		
INSURED Any Vendors Name 4750 Main Street Fairfax, Virginia 22035	INSURER(S) AFFORDING COVERAGE	
	INSURER A: INSURANCE COMPANY #1	NAIC # 99999
	INSURER B: INSURANCE COMPANY #1	12345
	INSURER C:	
	INSURER D:	
	INSURER E:	
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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	CPP0820745	01/09/2021	01/09/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Each occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	CAA5120963	01/09/2021	01/09/2022	COMBINED SINGLE LIMIT (Each accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

RE: Event or Contract

The Fairfax County Park Authority and the County of Fairfax, their officers, employees and volunteers are included as an additional insured with respects to the Liability Policies as required by written contract. Insurance provided is primary and non-contributory with respect to the liability policies as required by written contract. The certificate holder will receive 30 days' notice of cancellation for any reason except non-payment of premium. Waiver of subrogation applies as per policy language

CERTIFICATE HOLDER

CANCELLATION

Fairfax County Park Authority
Green Spring Gardens
4603 Green Spring Road
Alexandria, Virginia 22312

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[Signature]

Instructions for Submitting Certificates of Insurance

1. If you are approved for the 2025 season, you will receive an email with instructions on how to upload your Certificates of Insurance (COI) digitally to Marketspread.
 - If you need to send a paper copy, please have your insurance agent send the COI and any additional insurance documents to:
 - Green Spring Gardens
 - Attn: Fairfax County Farmers Markets
 - 4603 Green Spring Road, Alexandria VA, 22312
2. Please upload or send your COI by **March 10** for the 2025 FCPA Farmers Market Season.
3. COIs will be reviewed and approved on a rolling basis. If your COI does not meet the requirements listed, our Risk Management Office will inform you of what needs to be changed.
4. If your COI is denied for having incorrect or incomplete information, you will need to make the necessary changes and submit a new COI **before your first market date or acceptance to markets may be withdrawn.**
 - Please contact Randy Jouben at Randy.jouben@fairfaxcounty.gov if you are having trouble obtaining a complete and accurate Certificate of Insurance.

It is the responsibility of each vendor to make sure their insurance is up to date and on file with Fairfax County Park Authority. If your policy expires mid-season you must resubmit your insurance information to Farmers Market Staff with each renewal. Fairfax County Farmers Market Staff reserve the right to remove vendors from the market who do not resubmit up-to-date insurance.

Insurance Requirements FAQ's

Q. What is the purpose of Liability Insurance?

- Protection from financial loss is in everyone's best interest.
- General Liability for business and auto protects your financial assets.
- Additional insured protects those with whom you do business.
- Our job as public servants is to protect the assets of the County.
- Your job is to protect the assets of your company/business.

Q. What does the Additional Insured Text mean?

“The Fairfax County Park Authority and the County of Fairfax, their officers, employees and volunteers are included as an additional insured with respects to the Liability Policies as required by written contract. Insurance provided is primary and non-contributory with respect to the liability policies as required by written contract. The certificate holder will receive 30 days' notice of cancellation for any reason except non-payment of premium. Waiver of subrogation applies as per policy language.”

“The Fairfax County Park Authority and the County of Fairfax, their officers, employees and volunteers are included as an additional insured with respects to the Liability Policies as required by written contract”

Fairfax County Park Authority and Fairfax County are two separate legal entities, and both must be covered:

- Fairfax County Park Authority (FCPA)
- Fairfax County (FFX)
- FCPA and FFX have financial resources and functions carried out by people.
- The people, officers, employees, and volunteers could be sued individually, even as representatives of the organizations.
- This statement protects the organizations and the people.

“Insurance provided is primary and non-contributory with respect to the liability policies as required by written contract”

- Primary means: The vendor's insurance responds first.
- Non-contributory means: The additional insured doesn't pay for or contribute to the claim.
- As required by written contract means: the contract the vendor signed to participate in the market.
- WHY are these needed? To show who pays first and who isn't responsible for paying claims.
- This avoids the county going after a vendor for part of a claim that would otherwise not be covered by the vendor's insurance.

“The certificate holder will receive 30 days’ notice of cancelation for any reason except non-payment of premium.”

- The Certificate holder is Fairfax County Park Authority.
- FCPA and Green Spring Gardens are not alerted when policies expire. Vendors are responsible for submitting new copies of insurance by the expiration date.

“Waiver of subrogation applies as per policy language.”

- Waiver of subrogation means:
 - The Vendor’s insurance company cannot ask the County to pay the insurance company back for any claims it paid on behalf of the vendor.
 - In simple terms: your insurance company can’t sue my insurance company to recover its claims payments.
 - As per policy language means: we need to read the policy itself for the policy details.

Q. How many COIs do you need?

- One COI, if your insurance agent handles both your general liability and auto insurance (and umbrella, if needed).
- Two COIs, if you have one agent for general liability and one agent for vehicles.
- The additional insured language must appear on all COIs.

FOOD SAFETY REQUIREMENTS

VDACS Permit

An inspection from the [Virginia Department of Agriculture and Consumer Services \(VDACS\)](#) is required for vendors selling food and food products at Farmers Markets (unless you qualify for the Home Kitchen Processing Exemption). If a vendor operates in a different state, they must submit an inspection certificate from an appropriate agency in their state.

Commercial Kitchens:

- If you operate out of a commercial kitchen [click here](#) to access the VDACS Application.

Home Kitchens:

- If you operate out of a home kitchen, [click here](#) to access the VDACS Application.
- [Home Kitchen Processing Exemption:](#)
 - Foods prepared under this Exemption do NOT require a VDACS inspection but MUST adhere to the following criteria:
 - Products must be made in your home AND
 - Sold directly to end consumer from home or at a Farmers Market AND
 - Not sold to other business for resale AND
 - Not offered for sale over internet or across state lines AND
 - Each product labeled with the following: your name, physical address and telephone number, date of food production and statement: “NOT FOR RESALE – PROCESSED AND PREPARED WITHOUT STATE INSPECTION” AND
 - Prepackaged.
- Products allowed under this exemption:
 - Pickles and acidified vegetables with pH 4.6 or lower.
 - Pure honey.
 - Low risk foods: candies, jams and jellies (some restrictions), baked goods that do not require temperature control, dried fruits, dry herbs, seasonings, dry mixtures, coated and uncoated nuts, vinegars and flavored vinegars, popcorn, cotton candy, dried pasta, dry baking mixes, roasted coffee, dried tea, cereals, trail mixes, granola.
- Products NOT allowed under this exemption:
 - Canned fermented foods, canned foods that require refrigeration for safety, canned acid foods, canned fruits, low-acid canned vegetables.
 - Baked goods that require temperature control.

[Click here](#) for the VDACS Food Safety Overview Presentation.

[Click here](#) for a guide to selling raw, processed, & prepared food at the market.

Email foodsafety@vdacs.virginia.gov if you have questions.

Temporary Food Establishment Permit

Food service vendors, except those not subject to Virginia Health Department (VDH) Inspection, must obtain a VDH **Temporary Food Establishment (TFE) permit**. The Fairfax County Health Department issues these permits and inspects food service vendors.

The following vendors are required to get a Temporary Food Establishment (TFE) permit from the Fairfax County Health Department:

- Vendors selling foods and or beverages that are cooked, warmed, or prepared on site (this includes coffee and tea vendors).
- Vendors selling temperature-controlled foods such as meat, egg, dairy, ice cream, pastries with cream or bread with cheese and or cooked vegetables.
- Vendors selling unpackaged foods such as pastries out of a case or tray.
- Vendors providing hot samples or samples of temperature-controlled foods.
- Vendors providing more than six types of food samples.

How to obtain a TFE permit:

- Submit one TFE permit for **each market location** you are accepted into annually through the [Fairfax Planning and Land Use System \(PLUS\)](#).
- Vendors only have to pay one \$40 fee, regardless of how many permits you need. The fee needs to be paid every year and covers the entire state of Virginia.
- **The TFE Permit must be displayed in booth at all times.**

[Click here](#) for more information about Temporary Food Establishment permits.
Email hdehd@fairfaxcounty.gov if you have questions.

Safe Sampling

No TFE Permit is required for Product Sampling if the following conditions are met:

- Maximum of only six types of products being sampled at a time.
- All Sanitation Requirements are being followed:
 - Food must be from an approved sourced.
 - Fruits and vegetables must be washed under potable running water prior to cutting.
 - Food must not require temperature control and must not be hot.
 - A three-compartment washing station is required.
 - A handwashing station is required.
 - Hands must be washed prior to handling food; gloves must be worn.
 - Use disposable utensils to distribute samples.

Covers for Food for Sale and Samples: The Retail Food Establishment Regulations state that food on display must be protected from contamination. All vendors must have unpackaged food under a tent. Adequate counter protection devices (sneeze guards or shielding) must be provided to protect non-packaged foods from contamination. Storage containers, single service items, equipment and utensils shall be stored at least six (6) inches off the floor or ground surface must be covered.

[Click here](#) for more information on safe sampling.

Labeling Requirements

All value-added food vendors, including bakers and prepared food vendors, 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:

- **Statement of identity** (common name of product).
- **Ingredient statement**, including sub-ingredients and allergens.
- Allergens: if your product contains milk, eggs, shellfish, fish, tree nuts, wheat, peanut, soybean, or sesame it must be declared in the ingredient statement OR separate "contains..." statement. These 9 major allergens must be identified as allergens on the label. [Click here](#) for more information about allergens.
- **Net quantity or weight statement** in standard and metric units.
- **Name and address of manufacturer**, packer, or distributor placed together with ingredient statement and nutrition facts panel. Must include full street address.
- Small businesses with less than 10 employees and 10,000 units sold will be exempt from Nutritional Labeling. **If any nutrient content or health claim is made, the nutritional labeling is required.**
- If product falls under **Home Kitchen Processing Exemption**, the following labeling is required:
Your name, physical address and telephone number, date of food production, and statement: "NOT FOR RESALE – PROCESSED AND PREPARED WITHOUT STATE INSPECTION"

Example Label

CHOCOLATE CHIP COOKIES

Ingredients: Bleached, enriched wheat flour (bleached wheat flour, malted barley flour, niacin, iron, thiamin mononitrate, riboflavin, folic acid), semi-sweet chocolate chips (sugar, chocolate, cocoa butter, milkfat, soy lecithin-an emulsifier, natural and artificial flavor), pecans, vegetable shortening (partially hydrogenated soybean and cottonseed oils, mono and diglycerides), sugar, brown sugar (sugar, cane molasses), eggs, sodium bicarbonate, salt, vanilla.

Contains: Wheat, Milk, Pecans, Eggs

Grannie's Cookies, 111 Happy Lane, Anytown, VA 22554

Net wt. 10 oz (283 grams)

It is the responsibility of the vendor to ensure that their operations and products follow all VDACS, VDH, and USDA requirements and inspections.

REGARDLESS of inspection status, ALL foods must follow: [Virginia Food Laws; 21 CFR 117 Current Food Manufacturing Practices; 21 CFR 101 Food Labeling](#); and [other regulations](#) depending on type of food.

[Click here](#) for more information about labeling requirements from VDACS.

Email foodsafety@vdacs.virginia.gov if you have questions or would like to submit your label for review.

Links to Additional Food Safety Resources

- [VAFMA Food Safety Webinar](#)
- How to sell at Farmers Markets:
 - [Packaged meals \(refrigerated/frozen\)](#)
 - [Kombucha](#)
 - [Refrigerated dips, spreads, dressings, and salads](#)
 - [Jams, preserves, jellies, and fruit butters](#)
 - [Fermented vegetables](#)
 - [Dehydrated foods](#)
 - [Meat and poultry](#)
 - [Baked goods](#)
 - [Eggs](#)
 - [Honey](#)
 - [Acidified foods](#)
 - [Maple syrup](#)
 - [Samples](#)
- [Virginia Department of Health Food Safety](#)
- [Virginia Farmers Market Association Food Safety](#)
- [What do I need to know about labeling my foods for sale?](#)
- [Memorandum of Understanding between VDH and VDACS Relating to Food Vendor Operations at Farmers Markets](#)

AT-MARKET RULES

Basic Conduct at the Market

- All vendors must be set up at least 15 minutes before opening. Vendors arriving after the market's opening time will be permitted to participate in that day's market only at the discretion of the Market Manager.
- A vendor who disrupts the market by arriving chronically late, after two written warnings, **may be expelled by the Farmers Market Staff** for the remainder of the season. No fees will be refunded.
- Vendors must provide adequate staff to run the stand. Vendors may not rely on other vendors or market volunteers to set up, run, or take down their stand.
- Please be respectful of your neighbor's space and keep it free of your supplies when setting up for the market.
- The market will be open for sales during regularly scheduled market hours. Opening and closing times will be enforced by the Market Manager.
- Follow Market Manager instructions in the case of Inclement Weather
- **No Sell Before the Bell:** The markets will be open for sales to customers only during regularly scheduled market hours. Customers may bag items 15 minutes prior to the market opening but no sales are allowed until the market begins.
- All vendors are expected to remain at the market for the duration of the market times. **Vendors may not leave the market nor start taking down their stand before the closing bell.** A vendor who disrupts the market by frequently leaving early, after two written warnings, **may be expelled by the Farmers Market Staff** for the remainder of the season. No fees will be refunded.
- **Early departure is not usually permitted.** Exceptions may be made for emergencies. The Market Manager must be notified so that they can make sure the departure is safe.
- **Selling after the market is closed will not be tolerated. If a vendor continues to sell after the market closes, they will be expelled from all Fairfax County Markets.** No fees will be refunded. At the close of market, vendors may wait on customers already under their canopy.
- There is no haggling or bargaining with customers. Vendors may offer a price to a customer but negotiating any price after the original offer is not an acceptable practice at the Fairfax County Farmers Markets.
- **Vendors are not allowed to play music during market hours.**
- No smoking/vaping in the market. Smoke/vape at least 50ft away from market.
- Basic customer service includes being courteous in both words and actions towards customers, fellow representatives, employees and FM office staff and volunteer Market Managers. The FCPA Farmers Market will not tolerate any vendor who berates others or uses profanity at the market, by phone or by email. Please always conduct yourselves in the most courteous manner possible.
- Leave assigned area free of all trash and debris and take your trash with you when you leave. Vendors are not permitted to dump trash in on-site Park trashcans. Fairfax County Farmers Markets can refuse a vendor's participation if they fail to clean their area.
- Cars/trucks should not be idling in the market for an extended period of time.
- No dogs are allowed in the market. Only service animals are permitted.

Attendance

The integrity of the Market is maintained by regular participation. If a vendor cannot participate on a given day, advance notice is required to ensure Farmers Market staff can fill that space.

Each vendor will be allowed **two absences per market, per season**. These must be communicated with Farmers Market staff via call or email at least 72 hours in advance.

- If a vendor has **more than two** absences per market, this may result in a **change of status** as a “vendor in good standing” and may affect their participation in the following season.
- If a vendor **does not communicate** their absence at least 72 hours in advance they will be considered a **No-Show**. Vendors with two or more No-Shows per market may be suspended or expelled from the Market at the discretion of Farmers Market staff. No fees will be refunded.

Unexpected absences due to health, emergencies, business failure, or other extraordinary circumstances may be considered excused and will be taken into consideration regarding any penalties.

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 request via email a Leave of Absence. An approved Leave of Absence will exempt vendors from excessive absence penalties.

Inclement Weather

Fairfax County Farmers Markets operate rain or shine. If markets remain open and vendors feel unsafe traveling to the market due to inclement weather, we will allow an excused absence if the Farmers Market Coordinator is alerted before the market starts.

High Winds:

- If hurricane winds, either gusting or sustained, are forecasted to be 30mph or greater, 24 hours before scheduled markets, **the markets will be closed**. Vendors will receive email notification that the markets will be closed on that market day.
- If high winds, either gusting or sustained, are forecasted to be 30mph or greater (outside of a hurricane) the market may remain open, **but vendors will not be permitted to use tents**.

Air Quality:

- If an Air Quality alert is issued and labeled as Code Orange or Code Red, the markets will open as scheduled.
- If the Air Quality is predicted to be labeled as Code Purple, staff will follow the recommendations of FCPA emergency personnel and may close the markets.

Heat Advisory:

- If a Heat Advisory alert is issued markets will open as scheduled for Code Green and Orange Heat Advisories.

- If Code Red is predicted, Farmers Market Coordinator will poll the vendors 24 hours in advance of the market to see how many plan to attend. If it is less than 50%, she will recommend that the markets be closed.

Procedures for Closing a Market in Progress:

- Vendors must follow Market Manager instructions if a market in progress is shut down.
- If market is shut down prematurely due to lightning, vendors must:
 - Finish sales in progress and do not encourage further shopping.
 - Seek safe shelter in your vehicle until the Market Manager says it is safe to resume the market.
 - The Market Manager will close the market and won't re-open until 30 minutes after the last lightning sighting or thunder sound.

Tent Weights

We require that every tent, canopy, and umbrella used at any market be weighted down at all times. All tents, canopies and umbrellas must be sufficiently and safely secured **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.** This mandatory requirement will be enforced to ensure our vendors and customers' safety. If high winds are predicted outside of a hurricane and gusting winds are predicted at 30 mph or greater vendors will not be permitted to use tents.

Tent Weight Requirements:

- Minimum of 25lbs per leg
- Weights must be secured in a manner that does not create a safety hazard.
- Weights must not cause a tripping hazard
- Weights must be tethered with lines that are clearly visible
- Weights must be securely attached
- Weights must be sitting on the ground (NOT suspended in the air)
- Weighting the back of the canopy down by tying it to a vehicle is acceptable; however, the front legs must still be anchored with weights
- Weighting the canopy down by tying it to display tables is NOT acceptable.
- Vendors are responsible for determining if more than 25 lbs per leg is required for their specific tent, canopy or umbrella.
- Disk Weights are not preferred, but if they are used they must add up to at least 25 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. If these items need to be taken down in the middle of the market, Vendors are expected to direct customers to a safe place so they will not be injured while doing so.

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 long enough for the weight to sit on the ground. It is NOT sufficient to place the can on the feet of the tent.

- Filling containers, such as canvas bags or plastic buckets/containers that have a handle through which a rope or bungee can be secured, with sand/cement that can be anchored or secured with a rope or bungee long enough for the weight to sit on the ground.
- PVC pipe capped and filled with cement can be secured to the inside of canopy poles if it cannot collide with customers and the base rests on the ground.

Plastic Bags in the Market

In 2023, the FCPA Farmers Markets committed to reduce single use plastic bags in the markets. Since then, we have provided vendors with free compostable bags to use instead of plastic, provided shopping baskets, and given away thousands of reusable bags to customers. In 2025, we will continue these efforts by **prohibiting the use of single use plastic bags**. Instead, we will provide each vendor, free of charge, with a set number of compostable bags. Vendors will receive a larger amount of *handled* compostable bags than rolled bags this season. This update will help us get to our goal of **no single use bags in the FCPA Farmers Markets by 2027**.

ALL VENDORS:

- Must not hang or use any single-use plastic shopping bags (including biodegradable bags). This does *not* include small clear plastic bags for pre-made salad mixes or baked goods.
- Must not hang handled compostable bags from their tent. Vendors may hang the rolled compostable bags from their tent. May hang handled compostable bags behind counter.
- Must not charge for compostable bags.
- Must be responsible for maintaining an adequate supply of compostable bags. Vendors will receive a fixed number of bags per month and are responsible for making them last.
- Must not use provided compostable bags at non-FCPA Farmers Markets.
- Must encourage customers to bring their own reusable bags, and don't ask customers if they need a bag.
- Are permitted to sell their own reusable bags branded or not.

Propane and Generator Use & Safety

Please indicate if you would like to run a generator or use propane on your Farmers Market application. Use of propane and generators IS NOT guaranteed. Farmers Market Staff will reach out individually to confirm use.

Vendors cooking or warming foods or beverages on-site must follow propane and generator safety rules:

- Propane tanks must be securely attached to a stable object and located outside of your tent
- Fire extinguisher must be readily available for use (including Class K fire extinguisher if cooking with grease)
- Tent must be flame retardant if cooking with open flame
- Extra gas must be stored away from operating generators
- Limit one 10-gallon propane tank per vendor

Required Information to Display

At the markets, every vendor must have this information clearly displayed at their booth and/or on their products:

- Business Name.
- Product Prices.
- Product Labels and Ingredients List.
- Temporary Food Establishment Permit (if applicable).
- Local Sourcing Partnerships (if applicable).
- SNAP Tokens Accepted (if applicable).
- We recommend that vendors use signs or banners to display business name, prices, product selection, production methods, and partnerships.

You, the business owner, are responsible for ensuring that all vendor representatives and employees are fully aware of and will comply with all Vendor rules, guidelines, and behavioral expectations as outlined above.

Please notify the Market Managers for day-of attendance issues and delays.

Make sure all vendor representatives have their contact information.

VENDOR PREPARATION CHECKLIST

Market Rules Reminders:

- ☐ **Arriving on time:** Vendors must arrive at least 30 minutes before market opening and be ready to sell on time. Arriving late and leaving early is a hazard to customers and will not be allowed without the Market Managers explicit approval. **Consistently late arrivals or early departures will result in an official warning from the FMC and possibly result in suspension or expulsion.**
- ☐ **No Sell Before or After Bell:** The market will be open for sales during regularly scheduled hours. Vendors may not make any sales before the opening bell. After the closing bell, only customers inside your tent may complete transactions.
- ☐ **Tent weights:** Tent weights must be securing your tent at all times. **Each leg** should have at least **25lbs** of tent weight, a minimum of 100lbs per tent. Weights should be safely secured and resting on the ground. **NO WEIGHTS = NO TENT.**
- ☐ **Safe Sampling:** If you are cutting samples to serve on-site you will also need to provide a handwashing station. You must provide toothpicks or other utensils to prevent contamination. Melon or other perishable samples must be kept cool.
- ☐ **Closing Procedures:** You must leave your assigned area free of all trash and debris. Do not use on-site trash cans to dispose of trash. Vendors must bring a trash can and broom to each market. **Please clean your area and take your trash home with you.**

Tent and Product Appearance:

- ☐ **Displayed Business Name:** It is important to brand your business so that customers and staff can locate your business. Please be sure to clearly display the name of your business/farm. This is not only helpful, but good marketing!
- ☐ **Price Labels:** All vendors must display product prices so that they are easily accessible to customers.
- ☐ **Product Labels:** All products must have the following information clearly visible on their primary product label:
 - name of product.
 - name and address of manufacturer.
 - telephone number of the person preparing the food product.
 - date the food product was processed.
 - net weight statement.
 - ingredient statement, including sub-ingredients and allergens.
- ☐ **Temporary Food Establishment (TFE) Permit:** All vendors cooking, warming, or preparing food or beverages on-site must display a Fairfax County Health Department TFE Permit at booth.

COMPLAINT PROCEDURES

Producer-Only Rule Violations

The process for investigating a violation of the Producer-Only/Local Rule is:

1. A complaint must be made in writing against a producer regarding the origin of produce or goods and sent to Farmers Market Staff. The identity of the person making the complaint will be held in confidence.
2. In response to a written complaint, the Farmers Market Staff will notify the vendor and Market Manager that an investigation will be conducted.
3. After the investigation, the vendor will be informed in writing as to the nature of the complaint, the results of the investigation and any decision.
4. The vendor, if found to be selling items in violation of the Producer-Only or Local Rule, will be asked to stop selling those items in the Fairfax County Farmers Markets. If the vendor does not comply with this request, the vendor will be expelled from all Fairfax County Farmers Markets.
5. The vendor, if expelled, may file a written appeal for further investigation within 14 days of receipt of the expulsion notice.

Other Terms of Agreement Violations (late arrivals, violations, etc.)

1. Complaints can be made verbally or in writing to the Market Manager or to the Farmers Market Coordinator.
2. These complaints may be resolved by agreement of all parties involved or, failing this, by decision of the Farmers Market Staff.
3. Violations of rules specified in the Terms of Agreement will be subject to the following disciplinary actions:
 - a. Verbal warning with immediate resolution by the Market Manager.
 - b. Repeated offenses will result in a written warning by the Farmers Market Staff.
 - c. Continued violations will result in expulsion from the market. Fees will not be returned.
4. The vendor, if expelled, may file a written appeal for further investigation within 14 days of receipt of the expulsion notice.

During the appeal process for Producer-only Rule Violations and Other Terms of Agreement Violations the vendor may continue in the market(s). If, after a re-investigation the violations are deemed chronic and excessive, the vendor will be expelled from all Fairfax County Farmers Markets and may not apply for re-admission to the markets within two years of the expulsion. No fees will be refunded.

FCPA FARMERS MARKETS VENDOR AGREEMENT

- ☐ **I have read, accept, and agree to abide by all rules, regulations, and terms of agreement** as outlined in the Fairfax County Farmers Markets Vendor Handbook.
 - Including tent weight policy, attendance policy, producer-only and local policies, stated hours of sales, required product labeling, display of business name, prices for all products.
 - You, the business owner, are 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), Fairfax County Health Department, and the Virginia Department of Taxation.
- ☐ I agree to cooperate with market management by turning in paperwork and paying market fees on time.
 - Application fee due **February 10 at 5 p.m.**
 - Market fees due **March 10 at 5 p.m.**
 - Insurance and Food Safety Certifications (if applicable) due **March 10 at 5 p.m.**
 - TFE Permits (if applicable) due **March 10 at 5 p.m.**
- ☐ I understand that Market space fees are not refundable after **March 29**.
- ☐ 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 Fairfax County, the Fairfax County Park Authority, their officers, agents and all 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.
- ☐ The Vendors located in the Reston Farmers Market hereby release LARCA and Smoot Property, its officers, directors, members, employees, and agents from any claims it may have related to damage to its materials and equipment while operating the event on the LARCA and Smoot Property Common Elements. This provision shall expressly survive the termination, cancellation, or expiration of this Agreement.
- ☐ The Vendors located in the Kingstowne Farmers Market hereby release Federal Realty, its officers, directors, members, employees, and agents from any claims it may have related to damage to its materials and equipment while operating the event on the Federal Realty Common Elements. This provision shall expressly survive the termination, cancellation, or expiration of this Agreement.
- ☐ 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 Fairfax County Farmers Markets at the discretion of the Farmers Market Coordinator.

By submitting this application, I acknowledge that I have read and agree to all the rules outlined in the Fairfax County Farmers Market Vendor Handbook and agree to all of the conditions listed above.

Signature: _____ **Date:** _____