

629 Craghead Street Danville, VA 24541 434.797.8961 Fax: 434.797.8962 Email:

thecrossing@visitdanville.com



Produce & Farm Producer Application and Agreement

(Vegetables, Fruits, Meats, Homegrown Produce)

Producers Name		Date of Birth		
Address	City	State	Zip Code	
Farm or Business Name		County		
Farm Address (If different f	rom producers address)			
E-mail	Work or Day Phone Number	ork or Day Phone Number Home or Evening Phone Number		
Emergency Contact Name	Phone	Number		
	Total Green Green			
When during the season wil	l you likely end selling?			
What crops/products do you	anticipate selling?			
 ✓ Vendor will be provided ✓ An extra 6' of selling sp I would like to request a If available, I would pre 	Dace: Illing space at \$15 per space per visit d with 2 produce bins (if available), pace (table or produce bin) will be put an extra 6' foot of selling space, if a effer for my vending space(s) to be located or an evideors.	or 2 tables. rovided for \$5 as requested. (Sp	pace permitting)	

Spaces will be assigned based on the frequency of a vendor's attendance, and will be at the discretion of Market staff. Outdoor selling space will include one parking space.

Page 2 Produce & Farm Producer Application and Agreement

Agreement & Waiver:

I, the undersigned Producer, for the privilege of doing business on the property of the Danville Community Market, owned by the City of Danville, do hereby execute this agreement for myself, or for my executors, heirs, immediate family and employees (their after all known as The Producer);

The Danville Community Market will be operated using the Producer-only principle: **ALL PRODUCTS SOLD MUST BE GROWN BY THE VENDOR AND PRODUCED WITHIN A 90 MILE RADIUS OF DANVILLE, VIRGINIA.** The Food Producer Only Rules nurture local artisans and insure the freshest and highest quality foods possible for our customers. NO RESALE OF ANY PRODUCT IS ALLOWED. The term "Producer," as used in the Rules and Regulations, also includes immediate family member(s) and legal employee(s). Food Producers found in violation of these rules shall be asked to remove the item(s) in question or relinquish their space and forfeit any fees paid to the Danville Community Market.

Further, The Producer agrees that on complaint, the Market Manager and/or the Extension Agent may visit the site of the production of goods that The Producer, has offered for sale to investigate any questions raised about the authenticity of said crops/goods.

The Market permits no cooking within the Market area without prior approval. The sale of cooked meats, game, poultry or fish is allowed if the food comes from a VDACS inspected and approved kitchen and is held at proper temperature at the market.

Products described in any manner as "organic" must meet federal and state regulations for such labeling. Food Producers are required to file a copy of all relevant certificates with the Market Manager.

It is the responsibility of each Food Producer to abide by all state and federal regulations, which govern the production, preparation, preservation, labeling, or safety of products offered for sale at the Market. It is the sole responsibility of each vendor to know and abide by the state of Virginia tax laws and regulations.

The City of Danville does not assume any responsibility for loss of or damage to any property placed on the premises by The Producer, or for loss or damage to any property or personal effects, including motor vehicles and contents of The Producer, further the City of Danville does not assume any liability for injury to The Producer caused by negligence of The Producer.

The Producer also agrees to exonerate and hold harmless the City of Danville, Virginia, from any and all liability for injury or damage caused by the activities of The Producer upon the said premises, including but not limited to medical costs, etc., incurred.

The Producer, also expressly waives and covenants not to sue on any claim that The Producer, might have against the City, or any officer or employee of the City, or any volunteer, or the estate or representatives of such person for any personal injury or loss The Producer, might sustain as the result of engaging in any activity relating to the Community Market or the premises whether caused by negligence, breach of contract or otherwise; except that this waiver shall not apply to any claim The Producer might have against the City (or its agents) for any such personal injury or loss sustained out of the gross or wanton negligence of any such person or entity.

Regulations. Failure by any Producer to comply with be a participant at the Market.	n any of these Rules and Regulations will result in the forfeiture of the right to
Producer's Signature	Signature of Market Manager
Date	Date

Producer is required to attach current copies of all applicable Health Department Certificates, Department of Agriculture Certifications, Organic Certification, etc., if applicable.

The Market Manager will enforce all Rules and Regulations within the Market area as authorized by the above Rules and