



## Rules & Regulations and Product Guidelines 2024 Market Season

### Statement of Purpose

POWHATAN VILLAGE FARMERS MARKET (PVFM), operated by RVAg, Inc., is dedicated to promoting a sustainable food system in Central Virginia, and to educating people about the connections between sustainable agriculture and the health of the region and its people. PVFM favors farmers/growers/producers who farm the land using sustainable agricultural practices or raise livestock using humane and sustainable practices. By providing a direct marketing opportunity to farmers/growers/producers and by providing educational opportunities to consumers, PVFM helps sustain the regional farming economy and helps ensure the future of farming in Central Virginia.

### Rules and Regulations

#### Farmer/grower/producer Eligibility

PVFM recognizes a growing complexity in what producer-only rules mean due to the increasing number of foods at market that require on- or off-farm processing and the increase in entrepreneurial strategies that farmers/growers are using to bring regional products to market. PVFM regards these activities as indicators of a healthy adaptation due to access to direct markets and part of the process of building a viable local food economy. In making a case-by-case decision about these farmers/growers/producers and their products, PVFM will use a balance of factors: quality of product(s), scarcity of product(s) in the market and diversity of product mix in the market.

#### Producer-only Requirement and Exceptions

All products displayed must be produced by the farmer/grower/producer who sells them. A farmer/grower/producer may be an individual, sole proprietorship, partnership, corporation (includes LLCs), or non-profit. The re-sale of agricultural products by the farmer/grower/producer is not permitted, unless the product is otherwise unavailable at the Market. In that case, the farmer/grower/producer can purchase that product from another farmer/grower/producer as a supplement under a *provisional arrangement*. The Market Manager will approve each provisional arrangement and proof of purchase of the product must be shown. Should another farmer/grower/producer begin offering that product produced on her/his farm, the vendor selling the supplemental product under provisional arrangement must stop selling that purchased product. Exceptions can be made to this rule on a case by case basis. These cases must be brought to the Market Manager for approval on a weekly basis.

**“Vendor”** may be the actual producing individual, an immediate family member, another producer member, staff or employee of the producing individual’s farm.

**“Region”** is defined as anywhere within the Commonwealth of Virginia.

**“Farmers/growers”** produce either meat or plant-based products on their own farm(s) (or leased property). Farmers/growers may also be considered a producer (see definitions below; e.g., Cheese Maker or Artisan/Crafters).

If you are not a farmer/grower, you may be considered eligible to sell at PVFM as a **Producer** in one of the following categories:

**Baker:** makes freshly baked goods from scratch, using seasonal ingredients from the region as much as possible.

**Cheese Maker:** makes cheese and other value-added products from milk that comes from animals raised on the farmer/grower/producer's own farm (or leased land where the farm is located).

**Pasta Maker:** makes pasta and sauces from scratch using seasonal ingredients from the region or a farmer who sells these ingredients at market.

**Soap Maker:** hand crafts soaps and/or other health-care products using seasonal ingredients from a farmer who sells at market.

**Meat Processor:** primarily operates a food processing facility that processes meat from regional farmers/growers/producers.

**Fisherman/Waterman:** raises or catches fresh fish and shellfish, and uses local processing facilities for seafood products to be sold at market.

**Specialty:** Other regional agricultural product(s) that are not currently available by farmers/growers/producers at market and the agricultural product(s) is/are an important specialty crop or product in our region.

**Artisans/Crafters:** must be skilled in a fine art, such as painting, woodworking, glass blowing or other traditional art. PVFM management will ensure a ratio of no more than 25% farmer/grower/producers are considered artisan/crafters for the full season.

## Farmer/grower/producer Application & Market Fees

Application fees for the 2024 market season will be \$20. There is a \$45 acceptance fee that is due prior to vending. An additional stall may be purchased for the season for \$50, payable in advance. All application and acceptance fees may be made online using a credit card or can be paid by check or money order via USPS. Returning 2023 vendors receive a \$5 discount on the approval fee. After being accepted to their first RVAg market, those vendors applying to additional RVAg markets also receive a \$5 loyalty discount on each subsequent market's approval fee.

All farmers/growers/producers will pay \$25 for each week's PVFM, payable each market day online or by cash, check or money order at the market. Please make checks or money orders payable to "RVAg." Vendors can elect to pre-pay for the entire season for \$20 per week. No refunds provided under any circumstances.

Marketeer Club members participate through the 4H Young Entrepreneurs program of the Powhatan Extension Office and pay \$5 for each market day with no other fees for the 2024 market season. Non-profits pay a **one-time** Application Fee of \$20 (unless applying to be a regular ongoing vendor). No other fees apply to non-profits.

## Insurance

PVFM recommends that all farmers/growers/producers carry insurance for general liability and property damage, as well as product liability coverage, in an amount not less than \$500,000. If you have insurance, please list RVAg, Inc. as an additional insured and send the Certificate of Insurance to: [kaz@rvagriculture.org](mailto:kaz@rvagriculture.org).

**If you are a Meat Processor**, all the farmers/growers/producers you process foods for that will be sold at PVFM must carry insurance for general liability and product liability of not less than \$500,000. If you as the Meat Processor are providing insurance coverage for these farmers/growers/producers, a copy of the policy naming those farmers/growers/producers must be provided with your application as proof of insurance coverage.

## Farm Visits and Inspections

All farmers/growers/producers are subject to annual farm or business visits and inspections. **All new farmer/grower/producers may be inspected before approved to sell at PVFM.** PVFM representatives may inspect any farm or establishment used by its farmers/growers or producers during normal business hours (8:00 am-6:00 pm) to verify compliance with the producer-only requirement. Such inspections may or may not be announced. The farmer/grower/producer must provide any help necessary to thoroughly document the establishment or property

being inspected and the products brought to market and/or listed in the annual application. Failure to permit a farm visit or inspection may result in suspension from PVFM. A physical address for the farmer/grower/producer must be submitted with the PVFM application.

## APPLICATION PROCEDURES

### Market Application

All farmers/growers/producers must complete and sign a PVFM application as part of the annual application process to PVFM. Applications may be submitted online on [Marketspread](#).

### Farmer/grower/producer Product Plans

A current **Product Plan** form must be submitted with the application to PVFM. The Product Plan can be tailored to your product line: Field Crops/Livestock, Greenhouse and Additional Products. Only items listed in your completed application can be sold at the PVFM. You must list all food and products that you plan to bring to market. **Items not listed on these Plans will be allowed for sale only with advance approval by the PVFM management.** If you want to bring additional or new products to market that are not on your original market application, you must let market management know in writing what those products are and get approval from market management before bringing these products to market. Online applicants can submit their product plan via **Marketspread**.

### Producer Certificates and Product Information

Producers must provide a complete list of products to be brought to market, indicating all regional sources for value-added products. In addition, certificates must be provided with the market application as follows:

- **Baker** must provide certificate for approved baking facility.
- **Cheese Maker** who makes cheese and other value-added products from milk that comes from animals raised on the farmer/grower/producer's own farm (or leased property) must provide certificates for cheese-making facility.
- **Pasta Maker** must provide certificate for approved baking facility.
- **Soap Maker** must provide documentation for processing facility.
- **Meat Producer** who primarily operates a food processing facility that processes meat from regional farmers/growers must provide state and federal (USDA) certificates for meat processing facility.
- **Fisherman/Waterman** must provide fishing/shellfish licenses and certificates for processing facilities.
- **Specialty** must provide information on the regional farmers/growers/producers.

### Product Guidelines

Farmers/growers/producers must abide by all applicable federal, state and local health regulations in the harvest, preparation, labeling and safety of the product(s), s/he brings to market. Farmers/growers/producers must include a copy of all applicable permits, including those from the health department of the state or county where the products originate, with the PVFM application if the farmer/grower/producer plans to sell value-added or other farm products listed below. Products not specifically listed under the PVFM Product Guidelines will be reviewed on a case-by-case basis and approved at the discretion of the market management. Contact the VDACS Food Safety Program at (804) 786-3520 for assistance.

### Low Risk Foods

According to VDACS Food Laws, "Private homes where the resident processes and prepares candies, jams, and jellies not considered to be low-acid or acidified low-acid food products and baked goods that do not require time or temperature control after preparation if such products are: (i) sold to an individual for his own consumption and not for resale; (ii) sold at the private home or at farmers markets; and (iii) labeled "NOT FOR RESALE – PROCESSED AND PREPARED WITHOUT STATE INSPECTION."

**Baked Goods:** Farmers/growers/producers who provide documentation of their certified baking facility, or who follow the aforementioned VDACS "Low Risk Foods" guidelines, may bring baked goods to market. No commercial

mixes, crusts or flavored fillings may be used. For Bakers, baked goods to be sold at market should highlight regional produce and seasonal ingredients. No commercial mixes, crusts or flavored fillings may be used in bakery products. Production must comply with local health ordinances and the baker must supply to the PVFM management documentation of such compliance.

**Canned Fruits and Vegetables:** Canned fruits and vegetables must be from the farmer/grower's own produce. If processed off-farm, the farmer/grower/producer must supply to PVFM management the name, address and telephone number for the facility where the produce is processed.

**Cider:** Cider must be produced from the farmer/grower/producer's own or leased orchard, but may be processed off-farm in a facility that ensures the cider is made with the fruit from that orchard. Contact information (name, address and telephone number) for the mill where the cider is pressed and processed must be provided to PVFM management.

**Dried Fruits and Vegetables:** Dried fruits and vegetables must be from the farmer/grower/producer's own produce and dried on his/her farm. If fruits/vegetables are dried off-farm, farmer/grower/producer must supply information about location where they are dried.

**Eggs:** Eggs must be from the farmer/grower/producer's own fowl. **No re-sale of another farmer/grower's eggs is allowed by any farmer/grower/producer.**

***Egg Labels Must contain the following:***

- Product Name (term "fresh eggs" can only be used if product meets requirement for Grade A or higher)
- Safe Handling Instructions
- Name & Address of Packer • Grade (AA, A, B) or "Ungraded" if not inspected

**Fish and Shellfish:** Fish and shellfish must be raised or caught by the fisherman/waterman. Aquaculture must comply with local or federal health ordinances, and the fisherman/waterman must supply documentation of such compliance to PVFM management. Fisherman/waterman must hold a commercial fishing license and submit a copy of the license. Contact information (name, address and telephone number) for any facilities where fish and shellfish is processed must be provided to PVFM management. At the discretion of the Market Management, farmer/grower/producers may re-sell fish and/or shellfish if purchased from regional fishermen/watermen. If the farmer/grower/producer re-sells fish and/or shellfish, the farmer/grower/producer must provide PVFM management with the name, address and telephone number(s) of the fisherman/waterman where the fish and/or shellfish is purchased.

**Flowers, Plants and Trees:** Flowers, plants, bedding plants and trees must be from the farmer/grower/producer's own farm or greenhouse. **No re-sale of flowers, plants and/or trees will be allowed by any farmer/grower/producer.**

**Frozen Fruit Products:** Frozen fruit products (e.g., sorbets) must be made by the farmer/grower/producer. Flavoring agents (e.g., fruits) must be from the farmer/grower's own production or purchased from regional or PVFM farmers/growers/producers. Frozen fruit products should highlight regional produce and seasonal ingredients. Exotic, out of region, flavorings (such as vanilla) may be purchased and used minimally and only as necessary in the product. No commercial products or mixes may be used. Production must comply with local health ordinances and licensing and the farmer/grower/producer must supply the PVFM management with documentation of such compliance.

**Grain Products:** Pasta, granola, baking mixes, meal and flour prepared by the farmer/grower/producer or Pasta maker must be made from fresh and regional produce when available. Exotic, out of region ingredients (such as olive oil) may be purchased and used minimally and only as necessary. No commercial products or mixes may be used. Dried fruit for the granola must be produced by the farmer/grower/producer or purchased from regional or PVFM farmers/growers. Eggs for the pasta must be from the farmer/grower/producer's fowl or purchased from regional or PVFM farmers/growers/producers. Fillings for the pastas must be from the farmer/producer's own produce or purchased from regional or PVFM farmers/growers/producers. Production must comply with local health ordinances or follow the afore-mentioned VDACS "Low Risk Foods" guidelines, and the farmer/grower/producer or Pasta maker must supply PVFM with documentation of such compliance.

**Honey:** Honey must be from the farmer/grower's own hives but may be processed off-farm. The

farmer/grower/producer must provide PVFM management with the name, address and telephone number of the facility where the honey is processed or the name of the beekeeper who is processing the honey and the location at which it is processed.

**Meats and Meat Products:** All meat products must be 100% from the animals raised from weaning by the farmer/grower/producer. Animals may be butchered or processed off-farm. Processing must comply with local, state and/or federal health ordinances and the farmer/grower/producer must supply documentation of such compliances to PVFM management. All meat products sold must carry the identification of the individual farmer/grower/producer and the Meat Processor identification. Processing must comply with local, state and/or federal health ordinances and the Meat Processor must supply documentation of such compliances to PVFM management.

**Cheese and Fresh or Frozen Dairy Products:** Cheese, butter and other dairy products (including ice cream, sorbet, gelato, frozen yogurt) must be made by the farmer/grower/producer. Flavoring agents (e.g., fruit or honey) used in the dairy products or cheese must be from the farmer/grower/producer's own farm or purchased from regional or PVFM farmers/grower/producers. Production must comply with local, state and/or federal ordinances and licensing; and the farmer/grower/producer must supply PVFM management with documentation of such compliance. For Cheese Makers, all milk must be from animals raised on the farmer/grower/producer's own farm (or leased property). All production must comply with local, state and/or federal ordinances and licensing; and the Cheese Maker must supply PVFM management with documentation of such compliance.

**Pesto, Flavored Oils, Mustards and Vinegars:** Pestos, flavored oils, mustards and vinegars must be prepared by the farmer/grower/producer using his/her own produce. Exotic, out of region, ingredients (such as olive oil) may be purchased. Production must comply with local and state health codes and the farmer/grower must provide PVFM management with documentation of such compliance.

**Preserves, Jams, and Fruit Butters, Syrups and Purees, Salsas:** Preserves, jams and fruit butters, syrups or purees and salsas must be prepared from the farmer/grower/producer's own fresh fruits and vegetables. These items may be processed on or off-farm. Production must comply with local or state health codes, or follow the aforementioned VDACS "Low Risk Foods" guidelines, and the farmer/grower/producer must provide PVFM management with documentation of such compliance.

**Produce:** All produce, defined as vegetables and fruits, offered for sale at PVFM must be **100% grown by the farmer/grower/producer**. The re-sale of produce is strictly prohibited.

**Soaps and Herbal Products:** Soaps and herbal products include fresh and dried herbs, creams, spritzers, powders, lip balms and scrubs. These items must be made by the farmer/grower/producer or Soap maker. Soaps and herbal products should highlight regional produce and seasonal ingredients. Exotic, out of region, ingredients (such as oils and essential oils) may be purchased.

**Wool and Pelts:** Wool and pelts must be from the farmer/grower/producer's own animals, but may be carded and cleaned off-farm. No more than 25% of exotic, out of region, fibers may be added to the yarn during processing and spinning. For pelts, animals may be processed off-farm. The farmer/grower/producer must provide PVFM management with the name, address and telephone number for the facilities where wool and pelts are processed off-farm. For products made with the farmer/grower/producer's wool, including blankets, socks, mittens, scarves and caps, the farmer/grower/producer must provide information on any processor that is involved in making these products (e.g., where are the blankets being made?) and which products the farmer/grower/producer is making.

**Seasonal Farm Products and Crafts:** Seasonal farm products and crafts produced from materials grown or gathered on the farm by the farmer/grower/producer, such as flower or herb bouquets or wreaths and foraged plant materials are allowed at the market management's discretion. Christmas trees sold at PVFM must be grown by the farmer/grower/producer.

**Other Farm Products:** Other farm products sold at the PVFM must be homemade of material grown, processed or gathered predominately by the farmer/grower/producer. These products include compost, mulch and custom potting mix.

**Farm-Related Merchandise:** The intent of the PVFM is for farmers/growers/producers to sell fresh food. On a case by case basis, we will allow farmers/growers to sell farm-related merchandise (e.g., tee-shirts, caps, cookbooks, note cards with farm scenes). This farm-related merchandise must constitute a small portion of the product mix that

the farmer/grower/producer is selling at market. All farm-related merchandise must be shown to the market management for advance approval before selling the item(s) at PVFM.

**Specialty Agricultural Products:** At the discretion of PVFM Market management, specialty agricultural products may be offered for sale at PVFM by a Specialty Producer who has a partnership agreement with a farmer/grower/producer in the region. These products must be a specialty crop grown in Virginia, such as peanuts.

**Prepared Foods:** A limited amount of prepared foods may be approved for sale at PVFM, but no foods will be prepared from scratch at market and then sold at market. Farmers/growers/producers may only sell prepared foods (e.g., soup, chili) that are made with ingredients from the region or PVFM farmers/growers/producers and are prepared in advance of market in an approved sanitary kitchen facility. Production must comply with state health codes, or follow the aforementioned VDACS “Low Risk Foods” guidelines, and the farmer/grower/producer or producer must provide PVFM management with documentation of such compliance.

## Market Operations and Procedures

PVFM management and/or its volunteers are responsible for administering and enforcing all PVFM Rules and Regulations as well as public safety, space assignments, market data collection and market public education programs. Volunteers are trained by PVFM management prior to the market season and are instructed to handle and resolve any issues that may arise during the market. PVFM management has final authority in resolving issues in a civil and efficient manner.

## Market Opening and Closing

Farmer/grower/producers must arrive **at least one hour before** PVFM opens. No farmer/grower/producer may drive into the market site after the market has opened without permission of PVFM management. **Latecomers may be denied admission or admitted and located at the market management’s discretion.** Farmers/growers/producers cannot expect to be able to park or set up if arriving more than 2 hours before Market opens. Farmers/growers/producers must leave the market site as soon as possible after the close of market.

## Inclement Weather Policy

It is the authority of PVFM management to close a market early or open a market late due to severe or inclement weather. Recognizing it is the mission of PVFM to provide a venue for farmers and producers to sell their products, it is also our responsibility to ensure a safe and orderly market environment. PVFM management will make decisions to alter market times based on weather reports and on-site market conditions, and will notify vendors by phone, text or email. PVFM management will make every effort to notify vendors by noon on the day of the market, and will notify customers on the [RVAg website](#) and [Facebook page](#).

We now offer the following options regarding our Inclement Weather Policy:

- Vendors can pre-pay for the season and pay only \$20 per market day, OR
- Vendors can pay daily and pay \$25 per market day
- If it rains on a market day and we still hold the market, all vendors who are scheduled to attend that day are required to pay.
- No refunds are provided for those vendors who pre-paid for the season, even if we cancel or close early due to rain or storms.
- Pre-paying for the season gives greater flexibility to vendors, as they can decide for themselves if they want to risk attending if it looks like rain that day.

The RVAg staff spends a great deal of time closely monitoring weather before and on market days. We spend time promoting each market, emailing, calling and texting vendors, and fielding calls and emails from customers. We feel that it is only fair that each of you share in off setting the cost of administrative relief due to rain or stormy weather, as we do this for YOU!

## Market and Hold Harmless Agreement

This agreement means that the vendor verifies that all information is accurate and will hold PVFM, RVAg, Inc., and its successors, and ProsInc, LLC Employees and Volunteers harmless concerning product liability or other factors that relate specifically to the vendor's business practice.

### Landlords Waiver & Release of Liability:

1. I have read and understand, and freely and voluntarily agree to Release and Hold Harmless PVFM, RVAg, Inc., and its successors, and ProsInc, LLC, their agents, members and Managers (Company), and understand that the Release and Hold Harmless Agreement is a waiver of any and all liability(ies).
2. I understand the potential dangers that I could incur in locating my business here. Understanding those risks I hereby release that Company, agents, members, its officers, directors, shareholders, employees and anyone else directly or indirectly connected with that Company from any liability whatsoever in the event of injury or damage of any nature (or perhaps even death) to me or anyone else caused by or incidental to my electing to operate my business on the premises.
3. I understand and recognize and warrant that the Release and Hold Harmless Agreement, is being voluntarily and intentionally signed and agreed to, and that in signing the Release and Hold Harmless Agreement I know and understand that the Release and Hold Harmless Agreement may further limit the liability of the landlord.

## Market Fee Structure

All farmer/grower/producers participating in PVFM will remit weekly market fees to the PVFM management on market day, or by Friday at 5:00pm following the Thursday's market via their **Marketspread** account, or by email or phone. The PVFM fee structure is designed as an incentive for the farmer/grower/producers and the market to prosper. You may also report fees to the Market Manager, [Kaz Mock via email](#), or call 302-893-0068. All vendors will be charged for their market fees using [Marketspread](#) by the Friday following that week's Thursday market. **All vendors must agree to pay stall fees on time. If stall fees are not paid on time, market management may impose a \$50 late charge.**

- Vendors can pre-pay for the season and pay only \$20 per market day, OR
- Vendors can pay daily and pay \$25 per market day
- If it rains on a market day and we still hold the market, all vendors who are scheduled to attend that day are required to pay.
- No refunds are provided for those vendors who pre-paid for the season, even if we cancel or close early due to rain or storms.
- Pre-paying for the season gives greater flexibility to vendors, as they can decide for themselves if they want to risk attending if it looks like rain that day.

Fees pay for liability insurance, market staff, market signage and printed materials, VDACS inspections, market equipment, market educational programs, promotion of the market, and other incidental costs associated with running a business. Sales should be reported accurately. Inaccurate or fraudulent reporting jeopardizes the future of PVFM and the individual success of every farmer/grower/producer at the markets. Fraudulent reporting or failure to remit weekly market fees may result in fines and a farmer/grower/producer being suspended from PVFM.

## Calculating and Reporting Market Fees

All farmer/grower/producers will pay \$25 for each week's PVFM, payable each market day, unless they select to pre-pay for the season. Fees may be made online using a credit card, or by calling the Market Manager, Kaz Mock, with a credit card for a manual charge. Fees may be paid by check or money order via USPS, or by cash at the market.

Please make checks or money orders payable to “RVAg”. **Vendors wishing to pre-pay for the season will receive a discount. All others must pay weekly. No exceptions.** Please mail checks or money orders to:

RVAg  
P.O. 4  
Sandy Hook, VA 23153

**Cash, checks & Credit card payments can be collected at the market for weekly fees.**

All farmer/grower/producers must report their sales on their Marketspread account, or **send an email to [Kaz Mock](#)** with their gross market sales by the end of the next business day after the market. Those **farmers/growers/producers who do not have access to email must CALL or text Kaz** at 302-893-0068 by the end of the next business day after the market (leaving farmer/grower/producer’s name and gross sales). **NO EXCEPTIONS as this information is provided in aggregate to potential grant funders to support market fundraising efforts.**

**All farmer/grower/producers must complete a Payment of Fees Form if they do not report their sales online.** If farmers/growers/producers fail to report weekly market sales and/or, without prior notice to market management, do not pay market fees in a timely manner (i.e., no later than two weeks after the market sales’ date), the farmer/grower/producer may be assessed a late fee of \$50, and they may not be permitted to set-up, per market management.

### **Market Attendance**

A minimum attendance of 80% of market days (17 out of 21 weeks) is required to hold the farmer/grower/producer’s assigned place at the market. This minimum attendance requirement may be waived at the discretion of market management. Farmers/growers/ producers not able to attend a market day should contact the Market Manager by phone, email or text.

Please call, text or email market management if you will miss a market by the Wednesday prior to 12pm preceding the market you are going to miss, so the Market setup can be modified and/or the space filled on a temporary basis. If you cancel after the 12pm deadline on the day preceding the market, you are required to pay the \$20 stall fee, unless you pre-pay by the season. If you are delayed and will be arriving late to market, give the Market Manager as much advance notice as you can. **All NO SHOWS will be charged a \$25 minimum fee.**

### **Market Space Assignments**

PVFM management retains control of all unassigned space openings. Such spaces will be available to current and new farmers/growers/producers who wish to change the size or location of their space. Requests from current farmers/growers/producers for space assignment changes will be considered before locating new farmers/growers/producers in a market. **Space assignments to new farmers/growers/producers will be made at the market management’s discretion** to insure the viability of PVFM and the diversity of the marketplace.

### **Farmstand Signage, Canopies, and Maintenance Signage**

Before the market opens, farmer/grower/producers must post prices for all items. PVFM highly encourages each farmer/grower/producer to post a farm/business sign at their stand on every market day. The sign should include, at minimum, the farm name, but could also include (for educational purposes) a photo, a brief history and biography on the farm and a description of the growing practices of the farm. The farm or business sign should be mounted on the farmer/grower/producer market tables/tent, or securely and safely anchored to the ground. The farm or business sign and lettering should be large enough to be easily read from a reasonable distance.

### **Market Canopies/Tents/Umbrellas**



All canopies, umbrellas, and other forms of stall cover must be **sufficiently** and **safely** secured to the ground, from the moment the canopy is erected at the start of the market day until the moment immediately before it is taken down at the end of the market. **If tents are inadequately secured, market management will ask the farmer/grower/producer to take it down and sell without it.**

**Sufficiently** means at least 20 pounds per leg for canopies, and at least 50 pounds for umbrellas or whatever your manufacturer recommends. One canopy manufacturer recommends at least 40 pounds on each corner of a 10x10 tent; double that on a 10x20 tent.

**Safely** means that the method used to secure the canopy does not create its own safety hazards:

- Canopy weights should not cause a tripping hazard
- Canopy weights should be tethered with lines that are clearly visible
- Canopy weights should have soft edges to avoid causing scrapes and cuts
- Canopy weights should be securely attached to the canopy
- Canopy weight should be on the ground and not above people's heads.

## **Maintenance and Appearance**

Tables and other fixtures should be in good repair. All produce must be kept off the ground. Market products should be of a high quality. Products that do not meet this quality criterion may be removed at the market management's discretion. Farmer/grower/producers who fail to comply with this requirement are subject to suspension or termination from the PVFM.

## **Sanitation**

Farmers/growers/producers must maintain their market stands and spaces in a clean and sanitary condition. Each farmer/grower/producer is responsible for and keeping the market area free of any debris. Farmer/grower/producers must remove containers, waste and trimmings before leaving the market site and take any trash or garbage they have generated at market back to their farm. The market management will be responsible for ensuring that any trash from public traffic at the market sites is properly removed and disposed of at the close of each market day.

## **Market Food Samples**

Food samples must be prepared and presented in a safe and sanitary manner, according to the state Department of Health code and or the Department of Agriculture regulations, and the direction of PVFM. The farmer/grower/producer must provide trash receptacles for the disposal of any sampling materials such as cups, spoons or toothpicks.

## **Scales**

Scales used onsite at PVFM must be registered as legal for trade and meet local and must be certified through VDACS Office of Weights and Measures. Scales must either have a VDACS sticker (indicating they are approved) or certification documentation (vendor should have this documentation at all times). Contact the Office of Weights and Measures at (804) 786-2476 for assistance. Scales must be placed so that they are clearly visible and readable to customers at all times.

## **Sales Tax**

Farmers/growers/producers are required to collect and remit sales tax to the Virginia Department of Taxation. To obtain a State Sales Tax ID number, contact the VA Department of Taxation at (804) 440-2541 and request forms R-1. You may also register on-line at [www.tax.virginia.gov](http://www.tax.virginia.gov). **Farmer/grower/producers must provide their sales tax identification number prior to vending at PVFM and MUST display a copy of their sales tax certificate at each vendor space at all times. All farmer/grower/producers must identify POWHATAN COUNTY as the locality where their sales transactions occur.**

## Market Programs

**Educational Programs:** All farmers/growers/producers may be asked to participate in occasional programs including artisan and/or chef demonstrations. Farmers/growers/producers may also be asked to participate in classroom programs for additional program or workshops. Farmers/growers/producers are also encouraged, but not required, to provide market produce to the “Chef at the Market” programs that feature fresh, seasonal recipes prepared by local, regional or nationally known chefs. Produce/products provided for these demonstrations may be donated or will be purchased at cost by PVFM Markets.

**Gleaning Programs:** Farmers/growers/producers are encouraged, but not required, to participate in PVFM’s end of market gleaning program by donating fresh, usable produce or other foods to the nonprofit organizations that will pick up the produce at the end of the market day. All non-profit organizations make arrangements to glean from the market with PVFM staff and agree to follow PVFM protocol for handling gleaned produce and products by completing an annual gleaning application.

## Administration of Rules and Regulations

### Advisory Committee to PVFM for Rules, Regulations & Product Guidelines

In order to ensure that the producer-only farmers markets created and operated by PVFM continue to promote the viability of agriculture in the Central Virginia region and to remain flexible for emerging situations related to all farmers/growers/producers, an Advisory Committee was created. This Advisory Committee will serve at the direction of PVFM management and recommend changes to the PVFM “Rules, Regulations & Product Guidelines” on an annual basis.

### Producer-Only Violations

**Complaints of a suspected violation of the producer-only rule must be submitted in writing to PVFM management.** The identity of the person complaining shall be kept confidential. The market management may notify the subject of the complaint in writing and confer with farmer/grower/producer market members and others, if necessary, to determine what level of investigation is necessary including a site visit. Farmers/growers/producers refusing to cooperate with a site visit will be permanently removed from the market. Any farmer/grower/producer who’s found to have violated the producer-only rule will receive a warning, temporary suspension, or be permanently removed from the market, depending on the severity of the offense. Any subsequent violation of the producer-only rule will be grounds for removal from market.

### Vendor Code of Conduct

While at the market, vendors are to conduct themselves professionally at all times, exhibiting courtesy toward market staff, customers, other vendors and volunteers.

Vendors may not publicly disparage other vendors, products or markets. Customer or market staff questions regarding farming practices or production practices should be answered factually and knowledgeably.

#### Prohibited Activities

- Hawking is prohibited.
- Leaving your selling space and approaching customers to attempt to draw them to your selling space is prohibited.
- Petition gathering is prohibited.
- Political campaigning is prohibited.
- Raising money for a third party is prohibited unless approved by the Market Manager.
- Sexual harassment or unwanted sexual attention are both prohibited.

- Racist, sexist or negative political remarks will not be tolerated, as well as excessive cursing.
- Grilling or cooking by tent vendors is permitted only if restrictions of the Powhatan County Fire Marshal are met, and it is the vendor's responsibility to be in compliance. If cooking or grilling on-site, an inspected fire extinguisher is required. Tents that are treated and tagged as flame-retardant are required. Otherwise, all attempts to cook or grill on market days are prohibited. See your market manager before you plan to grill or cook.
- Vendors are welcome to bring friendly, leashed and vaccinated dogs, but please be aware that you are responsible for any liability related to your dog.
- Being under the influence of alcohol or illegal drugs is prohibited.
- Smoking of any kind (including electronic cigarettes) is prohibited within the market boundaries. This shall be strictly enforced.
- Music or other broadcasts from radios, stereos, etc. is not permitted unless approved by the Market Manager.

## **COVID-19 Guidelines**

We believe that the Powhatan Village Farmers Market is an essential food resource and our intention is to protect our farmer/grower/producers, and our customers and staff. We have to retain customer confidence that of the many public spaces they will visit, the PVFM's farmer/grower/producers and staff are highly attentive to the best sanitary practices. The majority of the items below are things that you should already be doing. To help reassure PVFM customers that our market is a safe place to be, effective immediately, we are enforcing the below processes:

### **For our Farmer and Producers**

- **If** mandated by Virginia State Policy, all farmer/grower/producers **MUST** wear a face covering at all times, unless eating or drinking. No exceptions.
- Follow simple CDC rules for washing hands and avoid your touching eyes, nose, mouth or face.
- All vendors must wear clean gloves when packaging customer products
- Maintain social distancing when picking, processing and packaging customer products.
- If you have been diagnosed with COVID-19, please let us know immediately
- If you or one of your workers feel sick, please have that person stay home
- A list of EPA approved disinfectants for COVID-19 can be found [here](#)
- Vendors should and wash their hands periodically throughout the day, especially before
- and after eating. Wash your hands for at least 20 seconds and be thorough – soaping up
- the palms of your hands, the backs of your hands, your wrists, between your fingers
- Sneeze or cough into a tissue or into the crease of your elbow
- All orders must be pre-packaged prior to delivery to drop-off site.
- To allow for an easily sanitized surface, do not use tablecloths or other porous surfaces to prepare customer orders.
- We recommend that you sanitize mobile devices regularly.

### **For our Produce Preparing Packaged Food**

Currently there is no evidence of food or food packaging being associated with transmission of COVID-19. Unlike foodborne gastrointestinal (GI) viruses like norovirus and hepatitis A that often make people ill through contaminated food, SARS-CoV-2, which causes COVID-19, is a virus that causes respiratory illness. Foodborne exposure to this virus is not known to be a route of transmission. The virus is thought to spread mainly from person-to-person. This includes between people who are in close contact with one another (within about 6 feet), and through respiratory

droplets produced when an infected person coughs or sneezes. These droplets can land in the mouths or noses of people who are nearby or possibly be inhaled into the lungs. It may be possible that a person can get COVID-19 by touching a surface or object that has the virus on it and then touching their mouth, nose, or possibly their eyes, but this is not thought to be the main way the virus spreads. However, it's always critical to follow the 4 key steps of food safety—clean, separate, cook, and chill – to prevent foodborne illness. For farmers and producers who wish to learn more about food safety, we recommend that they take the ServSafe® Food Handler online course (\$25).