

2018 Social Circle Farmers Market

This letter is to welcome you to the Social Circle Farmers Market. The market area is made available by the City on specific dates and times for farmers and growers to sell fresh produce to the Social Circle community.

The purpose of the Social Circle Farmers market is to

- 1) Provide local growers an outlet to showcase and market products;
- 2) Publicize the importance of locally grown products
- 3) Provide opportunities for presentations and demonstrations related to agriculture and gardening
- 4) Allow citizens of Social Circle and the surrounding area the opportunity to buy healthy, locally grown products to enhance their quality of life.

During the 2018 season, the City will accept applications from vendors to participate in the Farmers Market and will monitor compliance with the market rules. The Market Manager will be Jenny Watt, representing the City of Social Circle.

No Vendor may participate in the Social Circle Farmers Market until they have received an approved application and provided to the City a signed Compliance and Indemnity Agreement

The 2018 market dates will be every Friday and Saturday, from 9 am to 7 pm, beginning on Friday, August 2nd and ending on November 17th. There will be no market on Saturday, October 6, as the Friendship Festival will be using all the market space.

The City reserves the right to suspend the Farmers Market during the 2018 season. All vendors will be notified if the market is suspended.

The Market will be located at Friendship Park. The Market Manager will assign each vendor their space. The vendor may bring one vehicle with trailer to set up, and shall be responsible for their own tables, shade, and display areas.

For the 2018 season, a season permit will be free which will entitle the vendor to a space every Friday and Saturday from 9 am to 7 pm (except Friendship Festival October 6)

It is anticipated that the Friendship Park will undergo renovation and improvement beginning sometime in the Fall of 2018. The City will provide an alternate location for the market vendors if this work conflicts with the market location.

RULES AND REGULATIONS

1. Vendors shall be local farmers, and gardeners. Entertainment, demonstrations and presentation may be allowed with prior specific approval from the City Market Manager.
2. Products offered at the Market should be the highest quality within the rules and regulations established by the Georgia Department of Agriculture such as but not limited to cleanliness, spoilage and product damage.

3. All products must be sold by the person who grew or made the product, or an immediate family member, or an employee with a very good understanding of how the product was produced. No vendors can buy products from other sources to sell at the Market. Exceptions may be considered by the Market Manager and are subject to approval. **All products sold at the Social Circle Farmers Market must be produced, made or grown in Georgia.** Priority will be given to growers in Walton or Newton County and counties that touch Walton or Newton County. The market manager may need to ask for additional information about the applicant and the product. All farms are subject to inspection by the market manager.
4. The market will operate from 9 am to 7 pm on Friday and Saturday. Vendors must arrive at the Market prior to 9 am. Additional days may be available. Contact the Market Manager if additional days of the week are desired.
5. Spaces will be assigned by the market manager. The standard space for 2018 will be two parking spaces (18'x18').
6. Vendors are responsible for their own garbage clean up. Any refuse must be disposed of by the vendor. If refuse is not properly disposed of, the vendor will be subject to a fine of \$25.
7. Pricing of goods is enforced by the Georgia Department of Agriculture and shall be done by number or by piece or by weight.
8. The vendor shall furnish something to put the items in for the customer. This may be sacks, boxes, or baskets. Customers will be advised to bring reusable bags to keep waste to a minimum.
9. Products that are not approved for sale at the market may not be delivered or sold to customers at the market before or during market hours. Unapproved products will not be permitted.
10. If you find that you cannot come to the market on your agreed dates, please communicate this to the market manager no later than 24 hours before the market date.
11. Restroom facilities are available at the Welcome Center on E. Hightower Road.
12. Vendors are encouraged to hand out information about their farms/gardens/ or organization.
13. Bill changing will not be available. Pinnacle Bank has an ATM one block from the Market area.
14. The Market area will be open rain or shine. The vendor can determine whether to set up on a rain day.
15. It is the responsibility of each vendor to charge and report sales tax, if applicable. Produce vendors are not responsible for the applicable state sales tax; they are only required to charge and report local county taxes for sales. Please consult your accounting professional for direction, Social Circle assumes no liability for sales tax regulatory issues.

Licensing and Permits

Proper Permits and licenses are the responsibility of the vendor and can be obtained from the county extension and or Georgia Department of Agriculture. Permits include but are not limited to the following:

1. Processed food permits are available through the Georgia Department of Agriculture and pertain to any food that has been packaged. Proper labeling must accompany packaging. Market items will be periodically inspected during the market season for property labeling.
2. Live plant growers license or live plant dealers license are available through the Georgia Department of Agriculture. Precut plants and flowers are exempt from this license, while plants and flowers with root systems must have been in the possession of the dealer for 60 days prior

to the sale and proper licensing must be in hand. (This is a State governance, not a local decision).

3. Meat, milk and cheese license.
4. Egg candling.
5. Certified Organic and Certified Naturally Grown

All licenses and permits are subject to inspection by the market manager.

Behavior and Conduct

1. Behavior of vendors to consumers will be in a professional manner that fosters a sense of market community and camaraderie. Verbal or physical threats, foul language or gestures are grounds for immediate ejection from the Market and permanent expulsion.
2. Vendors under the age of 18 will be held to the market standards of conduct for professional behavior. No horseplay or unprofessional conduct will be tolerated. Incidents or reports of violation of this conduct code will be subject to review by the Market management.
3. Social Circle Farmers Market is a smoke free environment. No smoking will be permitted in the Market area.

Behavior and or actions which are considered to be disruptive, unsafe, and or actions which are considered to be a nuisance are prohibited at the market. All decisions regarding disruptive behavior and or nuisance activity are at the sole discretion of market management.

Social Circle will not discriminate against anyone because of race, color, creed, national origin, sex, age, disability, or sexual orientation.

2018 Social Circle Farmers Market Compliance and Indemnity Agreement

I (we) the undersigned have read the Rules and Guidelines of the Social Circle Farmers Market and do agree to abide by all rules and guidelines.

I (we) further agree to operate my (our) booth in accordance with these rules and guidelines and to pay all applicable fees as set out in the rules and guidelines. I (we) do understand that the booth fee, length of season, and hours of operation are set in the rules and guidelines, and I (we) will abide by them.

I (we) further understand that failure to comply with the rules and guidelines of the Market could mean dismissal from the Market.

As a vendor, wishing to participate in the Market, I (we) agree to SAVE < HOLD HARMLESS > and INDEMNIFY the City of Social Circle, and employees from any and all liability or responsibility pertaining to any damages to person or property on the site assigned to me (us) by the Market, which such damages or liability arise out of acts of my (our) own, or of my (our) employees or associates, located at such site.

I (we) verify that all information I (we) have provided about my farm and products for sale is true and accurate.

I (we) understand that the Farmers Market is operated by the City of Social Circle on limited funds. I (we) also acknowledge that the Farmers Market beneficial purpose will be impossible to pursue if it is subjected to costly litigation.

Wherefore I (we) hereby agree that as a condition of my participation in the Social Circle Farmers Market, I (we) will resort to litigation against the City only after attempting in good faith to resolve the dispute. I (we) agree to limit any claim I (we) may have as a result of a decision by the City Market Manager in the denial of a market acceptance, the denial of a product to sell or wrongful suspension or termination from the Social Circle Farmers Market, to a return of market fees incurred during my (our) absence from the Market. I (we) further agree that in the event I (we) am unsuccessful in my (our) litigation against the Market, I (we) will pay all costs, expenses, fees, and disbursements incurred by the City in the course of its defense of said litigation and I (we) will also pay the City Attorney fees.

Vendor Name

Signature

Date