



2010 TERMS OF AGREEMENT

The Middleburg Community Farmers Market (MAFM) is sponsored by the Town of Middleburg to provide local agriculturists with a retail outlet for their locally produced products. These terms are intended to preserve the integrity of Locally Grown products, the rural character of the Market and to provide an equitable and safe selling environment for all vendors. Each vendor is to read and abide by these terms for the 2010 market season.

2010 Vendor Fees: Full Time Vendors \$100 per season plus a \$25 vendor membership fee. Part Time a \$25 vendor membership fee plus \$10 per visit/space for a maximum fee of \$100 per space

- 1. My farm/garden/agribusiness produces 100% of all produce sold at the Market must be Locally Grown by local or regional farmers. The sale of commercial products is strictly prohibited. Enforcement requires local buying receipts that must be presented to the head vendor prior to the resell of produce or fruit produced by another farm in Virginia and/or a radius of 150 miles. Receipts shall be available for review by the Market Manager.
2. As specified in the 2010 Middleburg Community Farmers Market Guidelines, I give permission for a representative of the Market to visit my farm garden, or facility to verify the above requirement. I understand that I must be given no less than 48 hours advance notice regarding this inspection.
3. I have received a copy of the Middleburg Community Farmers Market 2010 Operating Guidelines. I have reviewed and thereby understand the terms of participation in the Middleburg Community Farmers Market and agree to abide by these terms during my participation in the 2010 market season. I understand that if I fail to abide by the Terms of the Market Guidelines, the Market Manager can and will withdraw permission for me to participate in the market. I also understand that either the Market Manager, at his/her discretion, or I, at my discretion, can terminate my participation in the market at any time. I understand that the terms of the Market Guidelines are subject to change by the Market Manager and that I will be required to abide by the changed rules in order to continue my participation in the Middleburg Area Farmers Market. Fees paid for the season will not be reimbursed.
4. I will provide proof with my application a certificate of insurance in force evidencing a general liability and property damage policy covering your participation through October 31, 2010.. The certificate has to include coverage for \$1,000,000 – Products and Completed Operations, off premises sales for each Producer and the Town of Middleburg and Middleburg Community Center named on the policy as an “additional insured”. I, as the Lessee and my representatives agree to protect and hold the Town of Middleburg harmless and to indemnify the Town, its officers, and employees from any and all claims, demands, suits, actions, judgments, and recoveries, for or on account of damage, theft, or injury (including death) to property or person occurring as a result of Lessee’s use of the leased property, including loss or injury resulting to the Lessee, for any cause whatsoever.

VENDOR SIGNATURE: _____
VENDOR NAME PRINTED: _____
DATE: _____

For office use only Approved: _____ Denied: _____
Seasonal Vendor: _____ Space: _____
Part Time Vendor: _____
_____ Market Manager Date: _____