

## **Johnson County Farmers Market Rules and Regulations 2011**

1. The market will be in operation from May to October on the following days and times:  
Saturday 9:00 a.m. to 1:00 p.m starting May 7<sup>th</sup>, 2011. Ends on October 1.  
Tuesday 3:00 p.m. to 6:00 p.m starting June 14<sup>th</sup>, 2011. Ends on August 27.  
We are also investigating the start up of an on-line ordering system for the market.  
Check out <http://www.johnsoncounty.locallygrown.net> to see what we're thinking, give us some feedback, and get involved.
2. No selling is allowed before the posted market times. Vendors cannot bag, sell or hold items for customers prior to the opening bell.
3. Vendors wishing to obtain a permanent stall must pay the seasonal vendor fee to the Johnson County Farmers Market by May 15.
4. The daily fee is \$5.00 (first-come) for each 10' by 10' booth space, monthly \$30.00, season \$120.00. Fees are payable in cash or a good check at the time you set up your booth. All fees are non refundable. Seasonal fees are to be paid two weeks in advance of opening. Monthly are to be paid at the beginning of the month. Checks are to be made payable to Johnson County Farmers Market. All fees are submitted to the Market Booth Attendant. If a reserved stall is not occupied within 30 minutes before the opening time, it will be subject to leasing to another vendor for that day at the discretion of the Market Booth Attendant. A penalty for bad checks will be charged in the amount of \$20.00.
5. Vendors must be farmers/crafters that reside in Johnson County or within 150 mile radius of Johnson County. Farmers or resellers whose product mix is at least 50 percent home-grown or local may sell. Resellers of only non-local products will need to discuss their product offering with the market manager for approval. Vendors should be prepared to verify for the market manager the source of all products purchased for resale. Misrepresentation of "Johnson-County Grown" or "Tennessee-Grown" products is cause for automatic expulsion from the market.
6. All vendors must display a sign indicating their farm name.
7. Vendors may sell from the back of pick-up trucks, but only from within their assigned stall. Vendor vehicles must not be parked outside the space of the assigned vendor stall. Vendor vehicles not parked within the dimension of the booth space must be parked in the lot marked as vendor parking. No overnight parking is allowed.
8. The following items may be offered for sale at the market: fruits, vegetables, farm-fresh eggs, plants, herbs, flowers, honey and other farm products approved in advance by the market manager. Live animals may be advertised at individual booths for off-site sales but live animals are not allowed in the market. Baked goods, jams, jellies, sauces, cider, breads and meats that have been prepared in legal, licensed, approved and inspected facilities by the Tennessee Department of Agriculture or USDA are allowed.
9. Daily/monthly vendors must check-in with the Market Booth Attendant and be assigned a booth space prior to setting up.
10. Sales must be made in an orderly and business-like fashion. Shouting, hawking and other loud and objectionable tactics of solicitation are not allowed. Profanity is not allowed. Loud radios are not allowed.
11. No fruit or vegetable products (sold for consumption) can be displayed directly on the ground/concrete. Fruits and vegetables must be displayed off the ground.

12. Each stall should be kept neat, clean and free from offensive odors. Attractive and sturdy trash cans will be placed throughout the market facility for customer use. Please help us by taking your own trash with you, especially compostable trash.
13. Tables, scales, bags, sacks, boards/shelves, baskets, signs, containers, change and chairs must be provided by each vendor. Scales must be certified by the Tennessee Department of Agriculture and must be posted as approved. Some tables, chairs, and canopies are available by the Market and are on a first come first served basis. Scales are available and centrally located for vendors to share.
14. Applicable sales tax is the responsibility of each vendor.
15. A single-vendor stall may not be shared by more than three independent growers, farmers or vendors. Exceptions to this rule may be made in advance with the Market Booth Attendant.
16. No signs, displays or shelves can remain at the market without a signed waiver of release.
17. No pets are allowed inside the market shed.
18. No smoking inside the market building. Smoking is permitted on the backside of the building. No alcohol is allowed at the market.
19. No bikes, skateboards, scooters or other means of transport allowed in the market shed.
20. Stalls and booths must be cleaned before the vendor departs the market each day.
21. The market facility is accessible for the disabled. All vendors should assist in making sure that the market is a safe and accessible environment for all customers.
22. Vendors will set their own prices. However, a vendor using the market as a dumping ground for surplus products at prices significantly below prevailing market prices is discouraged. Intentional price undercutting of other vendors is not allowed.
23. Vendors are encouraged to clearly mark the price of all products.
24. Complaints must be reported directly to the Market Booth Attendant.
25. Vendors are encouraged to provide only high-quality products.
26. Enforcement of market guidelines is the sole responsibility of the Market Booth Attendant. Any vendor who is found not in compliance with any of the above guidelines will:
  - First: receive a warning from the Market Booth Attendant
  - Second: be asked to leave the market and will not be allowed to return to the market unless approved by the board of directors.
27. All concerns or complaints regarding the rules of this market should first be discussed with the Market Booth Attendant. Vendors have the right to a hearing before the entire board of directors within two weeks of a written request to the board chairperson.
28. Vendors are encouraged to attend at least one "vendor education" program hosted by the Johnson County Farmers Market, or any other agricultural education workshop provided throughout the region.

**Johnson County Farmers Market  
Waiver of Liability and Hold Harmless Agreement**

1. In consideration for participating in Johnson County Farmers Market and other valuable consideration, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Johnson County Farmers Market, the Board of directors, the State of Tennessee, their officers, servants, agents, and employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted or in transportation to and from said premises.

2. To the best of my knowledge, I can fully participate in this activity. I am fully aware of risks and hazards connected with the activity, including but not limited to the risks as noted herein, and I hereby elect to voluntarily participate in said activity, and to enter the above-named premises and engage in such activity knowing that the activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.

3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability, damage or costs, including court costs and attorney's fees, that may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.

4. It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assigns and personal representative, if I am not alive, shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Tennessee.

5. I UNDERSTAND THAT THE JOHNSON COUNTY FARMERS MARKET WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COSTS ASSOCIATED WITH AN INJURY I MAY SUSTAIN.

6. I further agree to become familiar with the rules and regulations of the Johnson County Farmers Market concerning vendor conduct and not to violate said rules of any directive or instruction made by the person or persons in charge of said activity and that I will further assume the complete risk of any activity done in violation of any rule or directive or instruction.

7. I also understand that I should and am urged by JCFM to obtain adequate health and accident insurance to cover any personal injury to myself which may be sustained during the activity or the transportation to and from said activity.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.