**HCDC Farmers Market**

**Farmers’ and Produce Market Rules, Regulations, and Agreement**

This produce market has been organized to benefit merchants and customers alike. It is the purpose of the market to provide a convenient and inexpensive place for merchants to sell their produce directly to the consumer. The consumer will benefit by being able to buy quality fresh produce at reasonable prices.

**Commodities are limited to:**

1. Fresh fruit, dried fruits
2. Eggs (requires a special state permit)
3. Horticultural products, plants.
4. Honey
5. Flowers
6. Fresh Vegetables
7. Fresh and dried herbs
8. Nuts
9. Aquaculture
10. Jams and Jellies (require a special state permit)

Any and all items outside of this list must gain approval from the market management. All prepared items, i.e. jams, jellies, etc. must have proper labeling approved by the Department of Agriculture.

All commodities sold at the produce market shall meet the requirements of local and state agencies. For commodities sold by weight, legal scales are required, and must be inspected by the Department of Agriculture and Consumer Services, Bureau of Weights and Measures.

The market opens at 9:00 am and closes at 1:00 pm. In order to guarantee a space, you must be set up on time. Booths must be manned at all times.

Spaces are limited, assigned, and must be pre-paid one week prior to event to insure inclusion in the market. Regardless, Tuesday prior to participation is the cut off space permitting. Vendors will be notified of their assigned space upon check-in. Assigned spaces **must** be accepted. One space is 10’ frontage by 10’ deep. All merchandise is expected to stay within the confines of this space.

Vendors are responsible for their own tables, professional signage, chairs and rain covers. All tables must be covered to the floor and all back stock kept in an orderly manner. All displays must be able to withstand crowds and adverse weather conditions.

When vacating designated space, **vendor must remove and take with them all equipment, fruits, vegetables, trimmings, wrappings, and contain**ers. If vegetables are processed at the market, (tied, trimmed, bundled before display) vendor must be responsible for furnishing a trash receptacle.

For safety purposes, **DO NOT EMPYTY ICE CHESTS OR WATER CONTAINERS ON THE LAWN OR PAVEMENT.**

**No** produce is to be sold from trucks without prior approval. Persons who offer items for sale in bulk may request a space in a designated area. These requests must be made at least one week in advance and subject to market approval.

**Parking** is allowed but please be considerate of your customers. Unloading and loading must be completed before 9am and after 1pm.

**No** organic material i.e. mushroom compost, crab waste or any animal manure will be allowed at the market. If such occurs, it’s an automatic suspension.

**No** animals are to be sold at this market. **No** alcohol consumption allowed on premises. **No** smoking or burning materials allowed. All exhibits must conform to all applicable fire and safety laws of the Town of Havana, Gadsden County and the State of Florida.

Music is provided, so leave those boom boxes home.

Participants are not allowed to disturb the market place with loud noise, or any offensive behavior.

**Costs**- Includes a one-time yearly participation fee of $35.00 and a weekly fee of $10.00 (includes FL sales tax). Prepayments are required. Please refer to “Payments for HCDC Farmers Market” information sheet for full explanation. Changes must be made no later than Tuesday prior to avoid penalty and to allow for transfer to a later date within the ongoing season. Payments received after Tuesday will be assessed a $10 late fee. No Exceptions. **There is no rain date.**

**Liability is the responsibility of the vendor. The HCDC, Town of Havana and subcontractors assume no risk, and by acceptance of this agreement, the vendor expressly releases HCDC, Town of Havana and its agents and subcontractors of and from any and all liability for damage, injury, and loss to any person or goods which may arise from the use and occupation of said space by the vendor, and agrees to hold and save HCDC, Town of Havana and its agents and subcontractors harmless of any and all loss or damage by reason thereof. HCDC, Town of Havana and its agents and subcontractors is hereby released and discharged of any and all liability from loss, injury or damage to persons or property that may be sustained during the HCDC Market or on any property where the Markets are held. I have read and understand the foregoing, and I agree to conform to the regulations contained herein.**

**Write Your Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**