





# Town of Vienna, VA 2025 Vienna Optimists Farmers Market Vendor Handbook

Managed by Volunteers from the Optimist Club of Greater Vienna

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### 1. Vienna Optimists Farmers Market (VOFM)

### a. About the VOFM

The VOFM is a unique farmers market and has become an important and cherished part of Vienna community life. The market is held from the first Saturday in May through the last Saturday in October, from 0800 until noon, in the parking lot of the <u>Vienna Community Center</u> at <u>120 Cherry St. SE, Vienna, VA 22180.</u>

### b. Optimist Club of Greater Vienna

The VOFM is managed by volunteers from the Optimist Club of Greater Vienna. The Optimists, a 501(c)(4) non-profit organization established in 1955, arrange for local musicians to perform each week and provide and operate the sound system and mixing board. The music is an enjoyable and beloved feature of the market. The Optimists use the money raised at the VOFM to provide scholarships and support local schools, charities and school clubs. Every Saturday morning the Optimists place VOFM signs on the approach streets, set up the garbage pails and safety barriers. Although Vienna is a very dog friendly town, state health regulations prohibit dogs from entering VOFM. The Optimists dog sit (Pooch Parking) at Market Manager's tent while their humans shop at the VOFM.

### c. Rules and Regulations

The VOFM is authorized by the <u>Town of Vienna (Code 1969, § 18-154)</u>. All VOFM activities MUST completely comply with all applicable federal, state, county and town rules and regulations, **without exceptions**.

### d. VOFM is a Producer Market and is **NOT a Crafts Market**

### 1. Producer-Only Requirement

VOFM is a strictly producer-only, meaning vendors must grow, raise, or make from scratch all-natural products sold at the market. Distributors, brokers, and the re-selling of products is strictly prohibited. A producer is defined as a grower, employee, partner, or family member who is directly engaged in the growth and production of the produce or products sold. Producers may include agricultural and horticultural producers, baked goods, prepared food vendors, and value-added vendors. All farm products sold at the market must be grown or produced by the vendor. All baked and value-added food items must be made from scratch by the vendor in a commercial kitchen. Produce must be fresh and of the best quality.

The VOFM will NOT accept home kitchen prepared food. All prepared food MUST be made in a commercial kitchen that is in compliance with VDH regulations.

### 2. Local Requirement

All items sold must be grown or produced by the vendor or his designee on land or in a facility owned or leased by the vendor within 150 miles of Vienna, VA. (120 Cherry St. SE, Vienna, VA 22180).

### 3. Food and Agriculture-based Requirement

VOFM only allows the sale of food, agricultural, and horticultural items and <u>does not offer space</u> <u>to craft vendors</u>. VOFM, in its sole discretion, may permit vendors who offer a unique service to the community that fits in with a producer market. VOFM, in its sole discretion, may also offer booths to local charity, public service, and similar groups that fit in with a producer market.

VOFM strictly PROHIBITS any non-official vendor from selling in the market or otherwise interfering with VOFM operations. VOFM strictly prohibits handing out political and/or other advocacy literature within the market and/or seeking petitions or approaching customers and/or seeking signatures or donations for any purpose. These activities may take place on

Town of Vienna property, outside of the VOFM, while not blocking or interfering with the VOFM, subject to the absolute discretion of the Town of Vienna.

4. Town of Vienna Meals Tax (§ 58.1-3833. County food and beverage tax.)
The Town of Vienna levies a <u>meals tax</u> on various specific food and other items sold in the town, including at the VOFM. It is the responsibility of the Vendor to stay current with this <u>tax</u> registration and <u>tax payment</u>. Contact the Town of Vienna at 703-255-6300 for further information

### 5. Certification to Sell at the VOFM

To qualify to sell at market, your business must be able to confirm all the following statements:

- My business location is within 150 miles of Vienna, VA. (<u>120 Cherry St. SE, Vienna, VA</u> 22180).
- I grow, raise, or make from scratch all the natural products that I sell, in a commercial kitchen, if applicable.
- I do not sell non-local products except for locally roasted coffee, olives, olive oil, and chocolates. (A list of acceptable and prohibited products is in the Appendix).
- Or I am a specifically authorized service vendor, public service entity, and/or charity.

### 6. Vendor Forms

The following forms are required as part of the VOFM application process:

Applicable to:	Form	
All Vendors	Agree to comply with all federal, state and local	
	regulations	
All Vendors	Certificate of Insurance naming Optimist Club of	
	Greater Vienna Incorporated as a named insured	
Farmer	A certificate or other written evidence from the	
	local County Extension Agent that the stated crop	
	are grown on the stated land	
Farmer/Dairy/Meat	For selling anything you grow	
Kitchen Vendors	Proof of commercial kitchen inspection, if	
	applicable	
Fruit Cider	Certification that the cider is processed according	
	to federal, state and local laws	

### 2. Vendor Application and Selection Considerations

### a. Farmspread.com

- 1. The 2025 VOFM market season application process will take place on https://Farmspread.com.
- 2. The Market Manager will create the event (Vienna Optimists Farmers 2025 Market), where vendors may submit their application and paperwork via the Farmspread.com portal.
- 3. Vendors with profiles in Farmspread.com will be able to import their existing information to the VOFM event.

### b. Required Vendor Documentation:

- Vendors may not enter the market until all fees are paid, insurance is approved, and proof of applicable food safety inspections and certifications are provided though farmspread.com
- If any of document expires during the season, the vendor will <u>NOT</u> be permitted to participate in the VOFM until the documentation is brought current. <u>No</u> <u>exceptions!</u>
- c. Vendor Selection Process Considerations:

Once it is determined that a vendor meets all the "producer-only" and "local" requirements, final market participation acceptance is based on several factors, including, but not limited to:

- Previous vendors in good standing receive preferential consideration for market acceptance.
- VOFM tries to keep some space available for new vendors.
- A vendor's availability to consistently <u>attend each market session</u> through the end of the individual market season is required, unless the absence is approved by the Market Manager.
- Past vendor attendance is taken into consideration.
- Preference is given to vendors who are business-ready, have a website and branding, and have previous experience selling their product.
- Vendor's past cooperation with the Market Manager is an important consideration.

#### d. VOFM Market Fees

- 1. The <u>NON-refundable</u> application fee is \$35 and due at the filing of the application by credit/debit card on farmspread.com. Applications will not be considered until the application fee is paid.
- 2. The booth fee structure is as follows:

10 x 10 (non-farm)	\$550
10 x 20	\$1100
10 x 30 (farm)	\$1600
20 x 20 (farm)	\$1600
Pop-up	\$75 per visit
Guests	Per prior arrangement

### e. Application Due Date

- 1. The completed vendor application MUST be filed on farmspread.com **by March 31** for the upcoming season.
- 2. Each vendor MUST be paid in full before they will be allowed to participate in the VOFM.

Vendors are strongly encouraged to apply early and submit their complete
documentation and payment. Errors and incomplete submissions will delay
application consideration. The Market Manager cannot guarantee
accommodation due to space limitations.

### f. Payment Information

- 1. Payment can be made via the Farmspread.com site. Credit card payments are subject to an additional processing fee on the website.
- 2. Payment Options:

Payment in full by March 31

Or 50% March 15<sup>th</sup> and 50% by April 15th

### 3. Insurance Requirements

- a. Adequate and current liability insurance is an absolute requirement for participating in the VOFM.
  - Each vendor must provide the VOFM with a copy of a current Certificate of Insurance (COI), in a minimum amount of \$1,000,000 per occurrence, with the Optimist Club of Greater Vienna Incorporated, PO Box 411, Vienna, VA 22183 listed as a named insured, BEFORE participating in the VOFM.
  - 2. The COI should be uploaded through farmspread.com.
  - 3. Should the COI expire during the market season, the vendor will **NOT** be able to participate in the VOFM until a current COI is provided. **No exceptions!**
  - 4. If your COI is denied for having incorrect or incomplete information, you will need to make the necessary changes and submit a new COI before you can to participate in the market.

### 4. Market Operating Rules

- a. Vendor Conduct at the Market
  - 1. All vendors must be set up at least 30 minutes prior to the market opening time at 0800.
  - 2. Vendors arriving after the market's opening time may be permitted to participate in that day's market only at the discretion of the Market Manager.
  - 3. Any vendor who disrupts the market by chronically arriving late, or frequently leaving early, after two written warnings, may be expelled by the Market Manager for the remainder of the season. No fees will be refunded.
  - 4. The market will be open for sales during regularly scheduled market hours and opening and closing times will be enforced by the Market Manager.
  - 5. Vendors agree to follow the Market Manager instructions in the case of inclement weather or another emergency.
  - 6. No sales will take place before the opening (0800) or after closing bell (1200). The markets will be open for sales to customers only during regularly scheduled market hours. Customers may bag items 15 minutes prior to the market opening, but no sales are allowed until the market begins. This is in accordance with the Town of Vienna's rules for VOFM operation.
  - 7. All vendors are expected to remain at the market for the duration of the market times. Vendors may not leave the market nor start taking down their stand before the closing bell without the Market Managers permission

- 8. Early departure is not usually permitted. Exceptions may be made for emergencies. The Market Manager must be notified so that the departure is safe.
- At the close of market, vendors may wait on customers already under their canopy.
   Selling after the market is closed will not be tolerated. If a vendor continues to sell after the market closes, they will be expelled from the VOFM. No fees will be refunded.
- 10. There is no haggling or bargaining with customers. Vendors may offer a price to a customer but negotiating any price after the original offer is not an acceptable practice at the VOFM.
- 11. Vendors agree to refrain from profanity or playing music with profanity in the lyrics at the market.
- 12. No smoking or vaping is permitted in the market. Smoking or vaping must take place at least 50ft away from market.
- 13. Basic customer service includes being courteous in both words and actions towards customers, fellow representatives, employees, VOFM volunteers and the Market Manager. The VOFM will not tolerate any vendor who berates others at the market, by phone or by email or through any other media. Please always conduct yourselves in the most courteous manner possible.
- 14. Vendors agree to leave their assigned area free of all trash and debris and to take all trash with them. Vendors are not permitted to dump trash in on-site trash cans. VOFM can refuse a vendor's participation in the market if they fail to clean their area.
- 15. If the vendor is cooking on-site, they must maintain a covering on the lot surface to avoid any damage to the permeable cement.
- 16. Cars/trucks should not be idling in the market for an extended period of time.
- 17. No dogs are allowed in the market. Only service animals are permitted.
- 18. The VOFM provides Pooch Parking, a complimentary dog sitting service provided by Optimist volunteers at the Market Manager's Tent. Patrons wishing to have their dogs supervised by an Optimist volunteer may leave their dogs there while they enter the market and shop. Dogs receive access to water, shade, and treats. Dog owners are requested to provide a cell phone number and name for their pet prior to drop off. Due to liability reasons, non-Optimist volunteers are not permitted to handle, approach, or interface with dogs while at the Market Manager's Tent.
- 19. The Vendor is responsible for ensuring that all vendor representatives and employees are fully aware of and will comply with all Vendor rules, guidelines, and behavioral expectations.

### b. Attendance

- Each vendor will be allowed two scheduled absences per market, per season.
- Scheduled market absences should preferably be specified by the vendor on their Farmspread application registration form at the beginning of the season or communicated to the Market Manager at least two weeks in advance.
- 3. Vendors must notify the Market Manager in advance of any anticipated absence by an email or text.
- 4. Vendors will be given a contact list of Market Managers for notifications.
- 5. Emergency absences will be considered excused by the VOFM on a case- by-case basis.

6. A vendor with excessive absences may be suspended or expelled from markets by the VOFM. No fees will be refunded.

#### c. Inclement Weather

The VOFM operates **RAIN OR SHINE**. However, the VOFM reserves the right to cancel or close the market under the following weather conditions:

- 1. Sustained winds exceeding 30mph
- 2. A severe thunderstorm or tornado warning issued by the National Weather Service
- 3. Visible lightning or hearing nearby thunder
- 4. Heavy snow or dangerous road icing conditions that make traveling unsafe
- 5. Closure of state, local, and federal government operations (e.g. FCPS activities, OPM Weather Closures)
- 6. A Heat Advisory (heat index between 105 to 109 degrees), Excessive Heat Watch (heat index exceeding 110 degrees), or Excessive Heat Warning (temperatures of 110 degrees or higher) issued by the National Weather Service and within 24 hours of the market open times.
- 7. If the market remains open and vendors feel unsafe traveling to the market due to inclement weather, VOFM will allow an excused absence if the Market Manager is contacted before the market starts.
- 8. Procedures for closing a market in progress:
  - Vendors must follow Market Manager's instructions if the market in progress is shut down.
  - Vendors should finish sales in progress and not encourage further shopping.
  - Please find safe shelter or/or remain in your vehicle until the storm passes.

### d. Tent Weights and Canopies

- 1. VOFM requires that a every vendor provide and use a canopy at all times the market is open.
- 2. VOFM requires that every tent, canopy, and umbrella used at any market be weighted down at all times.
- 3. All tents, canopies and umbrellas must be sufficiently and safely secured from the moment the stall cover is erected at the start of the market day to the moment immediately before it is taken down at the end of the market. In the past, tents at the VOFM have been tossed by wind gusts and have created dangerous situations for everyone.
- 4. This mandatory requirement will be enforced to ensure our vendors and customers safety.
- 5. Tent Weight Requirements
- 6. Minimum of 25lbs per leg. Tent weights must add up to at least 25 pounds of weight on each tent leg and be attached securely.
- 7. Weights must be secured in a manner that does not create a safety hazard.
- 8. Weights must not cause a tripping hazard.
- 9. Weights must be tethered with lines that are clearly visible.
- 10. Weights must be securely attached.
- 11. Weighting the back of the canopy down by tying it to a vehicle is acceptable; however, the front legs must also be anchored with weights
- 12. Weighting the canopy down by tying it to display tables is NOT acceptable.
- 13. Vendors are responsible for determining if more than 25 lbs. per leg is required for their specific tent, canopy or umbrella.
- 14. Disk weights are not preferred as they tend to slip off the tent legs in windy conditions.
- 15. Examples of sufficient and safe weights include:
- 16. Filling an empty bucket with cement or water and tying this to each corner of the tent with a rope or bungee cord.

17. Filling containers, such as canvas bags or plastic buckets/containers that have a handle through which a rope or bungee cord can be secured, with sand/rocks/cement/water that can be anchored or secured with a rope or bungee long enough for the weight to sit on the ground.

### e. Propane and Generator Safety

- 1. Vendors cooking or warming foods or beverages on-site must follow propane and generator safety rules.
- 2. Propane tanks must be securely attached to a stable object and located outside of your tent
- 3. A Fire extinguisher must be readily available for use (including Class K fire extinguisher if cooking with grease).
- 4. Tents must be flame-retardant if cooking with open flame.
- 5. Extra gas and fuel must be stored away from operating generators in an approved container.
- 6. Limit one 10-gallon propane and/or gas tank per vendor.

### f. Vendor Information to be Displayed

- 1. Every vendor must have the following information clearly displayed at their booth and/or on their products:
  - Business Name
  - Product Prices
  - Product Labels and Ingredients List.
  - Temporary Food Establishment Permit (if applicable)
  - Local Sourcing Partnerships (if applicable)
  - SNAP Tokens Accepted (if applicable)

### 5. Rules Subject to Change as Needed

By participating as a Vendor in the VOFM each Vendor hereby agrees that these rules and handbook may be amended and changed, after notice in writing to the Vendor, as is required for the safe and efficient operation of the VOFM, in the sole discretion of the Market Manager.

**APPENDIX** 

## Sec. 18-154. Display of merchandise. (Town of Vienna Optimists Farmers Market)

- A. No merchandise shall be displayed, nor any business conducted between the street line and the building line. Where the building housing such business is located to the rear of the building line, storage, and display may be conducted but no sales shall be consummated in that area normally used for pedestrian traffic immediately adjacent to any front, side or rear of the building itself, provided that such area be limited to a depth of four feet when measured from the building itself and provided further that there shall be maintained at all times for pedestrian traffic an area free and clear of any and all obstacles, such area to be at least six feet in width fronting immediately on and extending the full length of all such storage or display area. Notwithstanding the above provision of this section, no part of any vehicle parking area, driveway, or roadway may be utilized for storage or display of merchandise, nor may access to any phone booth or similar facility provided for public use be obstructed in any way. The provisions of this section do not apply to the interior or enclosed structures which are constructed in compliance with all applicable ordinances of the Town.
- B. A waiver of subsection A of this section may be obtained for a period not exceeding 30 days by written application to the Town Manager accompanied by such evidence as may be required by the Town Manager to establish that such waiver is necessary:
  - 1. To permit local business establishment with a principal place of business in the Town to sell for a limited period, holiday or seasonal items of a type, sort, kind and character normally sold by such establishment in the course of its regular business and according to the custom and usage for like businesses. All such sales shall be conducted by bona fide regular employees of that business for the benefit of the said business, the use of other persons, subcontractors or personnel of other organizations of any nature being prohibited; or
  - 2. To permit the conduct of activities by recognized Town-based charities, religious or service organizations not having an established place of business when to require otherwise would be to impose an undue hardship, and primary and secondary schools wherein at least one-third of the student population are residents of the Town; provided , however, that the conduct of all such activities and sales by such organizations be carried out exclusively by uncompensated volunteers or members of the particular organization without compensation and that no paid agents, employees or contractors be used.
- C. Notwithstanding subsections A and B of this section, the Town Manager is authorized to permit one private farmers' market or marketplace in the Town each year from May 1 to October 31, inclusive, at a location authorized by this chapter and approved by him, or other public property and only for the sale of vegetables, fruits, agricultural and farm products of a perishable nature grown or produced by the vendors thereof and not purchased by the vendors for sale. Conduct of such markets or marketplaces shall be in compliance with all applicable federal, state and local laws. All sales must be conducted in person by that vendor having grown or produced the products sold, members of his family or his direct employees. The hours of activity shall be limited to 7:30 a.m. until 1:30 p.m., Saturday only.

(Code 1969, § 18-154; Ord. of 7-1969; Ord. of 12-1994; Ord. of 2-1996; Ord. of 6-2001)

Code of Virginia Title 58.1.
Taxation
Subtitle III. Local Taxes
Chapter 38. Miscellaneous Taxes Article 7.1.
Food and Beverage Tax

### § 58.1-3833. County food and beverage tax

- A. 1. Any county is hereby authorized to levy a tax on food and beverages sold, for human consumption, by a restaurant, as such term is defined in § 35.1-1, not to exceed six percent of the amount charged for such food and beverages. Such tax shall not be levied on food and beverages sold through vending machines or by (i) boardinghouses that do not accommodate transients; (ii) cafeterias operated by industrial plants for employees only; (iii) restaurants to their employees as part of their compensation when no charge is made to the employee; (iv) volunteer fire departments and volunteer emergency medical services agencies; nonprofit churches or other religious bodies; or educational, charitable, fraternal, or benevolent organizations the first three times per calendar year and, beginning with the fourth time, on the first \$100,000 of gross receipts per calendar year from sales of food and beverages (excluding gross receipts from the first three times), as a fundraising activity, the gross proceeds of which are to be used by such church, religious body or organization exclusively for nonprofit educational, charitable, benevolent, or religious purposes; (v) churches that serve meals for their members as a regular part of their religious observances; (vi) public or private elementary or secondary schools or institutions of higher education to their students or employees; (vii) hospitals, medical clinics, convalescent homes, nursing homes, or other extended care facilities to patients or residents thereof; (viii) day care centers; (ix) homes for aged or infirm individuals, individuals with disabilities, battered women, narcotic addicts, or alcoholics; (x) age-restricted apartment complexes or residences with restaurants, not open to the public, where meals are served and fees are charged for such food and beverages and are included in rental fees; or (xi) sellers at local farmers markets and roadside stands, when such sellers' annual income from such sales does not exceed \$2,500. For the exemption described in clause (xi), the sellers' annual income shall include income from sales at all local farmers markets and roadside stands, not just those sales occurring in the locality imposing the tax. Also, the tax shall not be levied on food and beverages: (a) when used or consumed and paid for by the Commonwealth, any political subdivision of the Commonwealth, or the United States; (b) provided by a public or private nonprofit charitable organization or establishment to elderly, infirm, or needy individuals or individuals with blindness or other disabilities in their homes, or at central locations; or (c) provided by private establishments that contract with the appropriate agency of the Commonwealth to offer food, food products, or beverages for immediate consumption at concession prices to elderly, infirm, or needy individuals or individuals with blindness or other disabilities in their homes or at central locations.
- 2. Grocery stores and convenience stores selling prepared foods ready for human consumption at a delicatessen counter shall be subject to the tax, for that portion of the grocery store or convenience store selling such items.

The term "beverage" as set forth herein means alcoholic beverages as defined in § 4.1-100 and nonalcoholic beverages served as part of a meal. The tax shall be in addition to the sales tax currently imposed by the county pursuant to the authority of Chapter 6 (§ 58.1-600 et seq.).

Collection of such tax shall be in a manner prescribed by the governing body.

B. Nothing herein contained shall affect any authority heretofore granted to any county, city, or town to levy a meals tax. The county tax limitations imposed pursuant to § 58.1-3711 shall apply to any tax levied under this section, mutatis mutandis. All food and beverage tax collections and all meals tax collections shall be deemed to be held in trust for the

county, city, or town imposing the applicable tax. The wrongful and fraudulent use of such collections other than remittance of the same as provided by law shall constitute embezzlement pursuant to § 18.2-111.

C. Notwithstanding any other provision of this section, no locality shall levy any tax under this section upon (i) that portion of the amount paid by the purchaser as a discretionary gratuity in addition to the sales price; (ii) that portion of the amount paid by the purchaser as a mandatory gratuity or service charge added by the restaurant in addition to the sales price, but only to the extent that such mandatory gratuity or service charge does not exceed 20 percent of the sales price; or (iii) alcoholic beverages sold in factory sealed containers and purchased for off-premises consumption or food purchased for human consumption as "food" is defined in the Food Stamp Act of 1977, 7 U.S.C. § 2012, as amended, and federal regulations adopted pursuant to that act, except for the following items: sandwiches, salad bar items sold from a salad bar, prepackaged single-serving salads consisting primarily of an assortment of vegetables, and nonfactory sealed beverages.

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1988, c. 847; 1989, c. 391; 1990, cc. 846, 862; 1992, c. 263; 1993, c. 866; 1999, c. 366;2000, c. 626; 2001, c. 619;2003, c. 792;2004, c. 610;2004, Sp. Sess. I, c. 3;2005, c. 915;2006, cc. 568, 602;2009, c. 415;2014, c. 673;2015, cc. 502, 503;2017, c. 833;2018, cc. 450, 730;2020, cc. 241, 1214, 1263; 2023, cc. 148, 149.
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The chapters of the acts of assembly referenced in the historical citation at the end of this section(s) may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

### 2025 Vienna Optimists Farmers Market Vendor Application

### 2025 Vienna Optimists Farmers Market (VOFM) Vendor Application

Vendors **must** agree to these terms and conditions to be able to participate in the Vienna Optimists Farmers Market (VOFM).

I have read, accept, and agree to abide by all rules, regulations, terms, guidelines and behavioral expectations as set out in the current VOFM Market Vendor Handbook. I, and my organization, vendor representatives, and employees, agree to abide by the terms therein, and as amended, after receiving written notice of any changes.

I certify that I and my organization are in, and will remain in, compliance, with all relevant laws of applicable regulatory agencies, including but not limited to, the Virginia Department of Agriculture and Consumer Services (VDACS), the Virginia Department of Health (VDH), the United States Department of Agriculture (USDA), Fairfax County Health Department, the Virginia Department of Taxation, and the Town of Vienna, including, but not limited to, the Town of Vienna's meal tax.

I understand that participating in a farmer's market requires patience and flexibility and close coordination and cooperation with the Market Manager. I agree to cooperate with the Market Manager by turning in all paperwork and paying all market fees on time.

I understand that participation in the market does not guarantee a place in next year's market.

I agree to comply with on-site inspection as needed for verification of producer-only production, including site inspections with little to no advance warning.

I agree to indemnify and hold harmless the Town of Vienna, VA and the Optimist Club of Greater Vienna Incorporated, their officers, agents, and all employees and volunteers, from any and all claims for bodily injury, and personal injury and/or property damage, including cost of investigation, all expenses of litigation, including reasonable attorney's fees and the cost of appeals arising out of any claims or suits which result from errors, omissions, or negligent acts of the user, its volunteers, agents or employees. This provision shall expressly survive the termination, cancellation, or expiration of this Agreement.

I acknowledge that failure to comply with all market rules, failure to submit current insurance and health department and similar certifications and/or payments on time, could result in suspension or expulsion from VOFM at the sole discretion of the Market Manager with NO REFUNDED FEES.

\*Signature:

By submitting this application, I acknowledge that I have read and agree to all the rules outlined in the VOFM Vendor Handbook and agree to all of the conditions therein.

* = Required Field	
*Organization:	
*Name:	
*Address:	
*Address1:	
Address:	
*Cell Phone:	
*email:	
*Date:	

# <u>Processor's Certificate of Foods That You Plan to Make and Sell at the Vienna Optimists Farmers Market</u>

All vendors must complete this page. List all of the processed food you plan to sell at the Vienna Optimists Farmers Market.

Processor's Name	Business	Name	
Address	I		
City	State	Zip	
County	Email		
Work #	Cell #		
	sell: mitted based on manager's s	sole discretion.	
		sole discretion.	
ease <u>list all other</u> OTE: Certain food		sole discretion.	

### **Producer's Certificate**

### Vienna Optimists Farmers Market

List all the items that you produce and plan to sell at the Vienna Optimists Farmers Market.

The VOFM is a Producer Only market meaning that all items must be homegrown, handmade, and/or vendor-created.

Please list all crops that you plan to sell. NOTE: If you process food items from your produce, you will also need to have a Commercial Kitchen Inspection Report completed by VDAC or your appropriate state agency. **Producer's Name Business Name** Please list all crops grown and provide supporting information: Vegetable Number Vegetable Number of Linear Feet of Linear Feet

Herbs_Acre(s	) Plants_Square Feet	
Cut Flowers	Acre(s) Honey # of hives Other	

### **County Extension Agent Certificate**

Farmers Market:	
Applicant:	
Applicant Organization:	
Applicant Address:	
Applicant City, County and State	
Applicant Tel Num	
Applicant Email:	
The following should be completed	d by the local County Extension Agent or agriculture official.
the above stated crops on the lan	med person or entity is, to the best of my knowledge, growing/producing d listed above. I agree, upon request, to investigate any questions raised crops by an authorized representative of the Vienna Optimists Farmers
Agent Organization:	
Agent Address:	
Agent City, County and State:	
Agent Tel Num	
Agent Email:	
Printed Name of Extension Agent	
Signature of Extension Agent	
Date(	20)

### Apple/Fruit Cider Certification

### Please provide information about apple/fruit cider you plan to sell.

Fruit cider is a processed food product and selling cider is subject to all local, state, and federal laws. All fruit used to make cider sold at VOFM must be grown by the vendor.

Fruit dropped from trees onto the ground may not be pressed into cider as dropped fruit can be a primary source of bacteria that could contaminate the cider.

The cider may be pressed at an off-site site location; however, this site must be inspected by VDACS or the appropriate agency in your state of residence. This inspection must be completed before selling apple/fruit cider and cannot contain any violations of general cleanliness. If a cider regulatory authority performs a spot check during the market year and finds violations of cleanliness, the sale of cider must be suspended until the violations are corrected.

ist the kinds of cider you plan to	sell:	
Name		
Business		
Name		
Address		
City	State	Zip
County		
Cell Num		
email		
agree to provide a valid copy of narket	he cider inspection to the VOFM Mana	ger before selling cider at the
igned	Date:	

### **Sample Certificate of Insurance**

4	CORD	CEDTIE	ICATE OF LIA	DIL ITY INC	IDANO	· <b>-</b> 「	DATE (MM/DO/YYYY)
-		CEKIII	ICATE OF LIA	DILIT INS	DRANC	,	10/31/2022
BI	HIS CERTIFICATE IS ISSUED AS ERTIFICATE DOES NOT AFFIRI ELOW. THIS CERTIFICATE OF EPRESENTATIVE OR PRODUCE!	NATIVELY OF	R NEGATIVELY AMEND, DOES NOT CONSTITUT	EXTEND OR ALT	ER THE CO	VERAGE AFFORDED E	BY THE POLICIES
If	PORTANT: If the certificate hol SUBROGATION IS WAIVED, sut is certificate does not confer rigi	ject to the te	rms and conditions of th	e policy, certain pouch endorsement(s	olicies may		
	DUCER	its to the con	include Holder III ned of S	CONTACT Vanessa V	/illarreal		
	ginbotham Insurance Agency,	nc.		PHONE 432-61	4-1109	FAX NA	432-368-7505
	W. 13th Street t Worth TX 76102		8	PHONE (AJC, No. Ext): 432-614 E-MAIL ADDRESS: VVIIIarres	Al@higginhoti	ham net	402-000-1000
Oi	( Wordt 1X 70102					RDING COVERAGE	NAIC#
			License#: 2081754				43389
	RED		TOTAOFF-04	INSURER B : Markel A		NOT THE RESERVE OF THE PARTY OF	28932
Tot	al Office Solutions LLP, Move 8	olutions, Ltd	I. dba Move	INSURER C: Utica Llo			10990
	utions-Dallas, Ltd., Office Boy, Corporate Source, Ltd., Sojou			INSURER D :	1		
147	3 Terre Colony Court		7.74	INSURER E :			
Dal	las TX 75212			INSURER F :	10.7		
cov	VERAGES	CERTIFICATI	E NUMBER: 223847068		VIII	REVISION NUMBER:	
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ISR TR	TYPE OF INSURANCE	ADDL SUBF	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	rs
C	X COMMERCIAL GENERAL LIABILITY	1000	CP 5202293	11/1/2022	11/1/2023	EACH OCCURRENCE	s 1,000,000
	CLAIMS-MADE X OCCUR					PREMISES (Ea occurrence)	\$ 100,000
- 1	X 5,000 Ded Per Oc					MED EXP (Any one person)	\$ 15,000
						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	s 2,000,000
	POLICY X PRO: LOC					PRODUCTS - COMPYOP AGG	\$ 2,000,000 \$
5	AUTOMOBILE LIABILITY	- 40	5188182	11/1/2022	11/1/2023	COMBINED SINGLE LIMIT	\$ 1,000,000
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- 1	OWNED SOMEDHIED					BODILY INJURY (Per accident)	1.0
- 1	X HIRED X NON-OWNED	407				PROPERTY DAMAGE	5
	X AUTOS ONLY AUTOS ONLY X MSC.90	W.				(Per accident)	5
c.	X UMBRELLALIAB X OCCUR		CULP5202294	11/1/2022	11/1/2023	EACH OCCURRENCE	s*10,000,000
	EXCESS LIAB CLAIMS A	MDE				AGGREGATE	s*10,000,000
	DED X RETENTION \$ 10,000					NOTATION IN	5
A	WORKERS COMPENSATION		SLICWC0483901	11/1/2022	11/1/2023	X PER OTH-	
112	AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE (	//N		116551134306		E.L. EACH ACCIDENT	\$ 1,000,000
- 1	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N NIA				E.L. DISEASE - EA EMPLOYEE	
1	# yes, describe under DESCRIPTION OF OPERATIONS below	A V				E.L. DISEASE - POLICY LIMIT	
C B	Motor Truck Cargo Excess Motor Truck Cargo		CP 5202293 MKLM4IM0053223	11/1/2022 11/1/2022	11/1/2023 11/1/2023	Policy Limit per Policy Limit Total Property Limits	\$300,000 \$200,000 \$500,000
		400					20-20
DESC	RIPTION OF OPERATIONS/LOCATIONS/N	EHICLES (ACORI	D 101, Additional Remarks: Schedu	le, may be attached if mor	e space is requir	ed)	
EF	RTIFICATE HOLDER			CANCELLATION	7		
- 9	Optimist Club of Greater Vienna I PO Box 411 Vienna, VA 22183	ncorporated	î ,	THE EXPIRATION ACCORDANCE WI	N DATE THE	PESCRIBED POLICIES BE C EREOF, NOTICE WILL CY PROVISIONS.	
				AUTHORIZED REPRESE	NTATIVE		

ACORD 25 (2016/03)

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#### Permitted and Prohibited Products for Sale at the VOFM

- The following is Non-Exclusive list of the products that may be permitted for sale at the VOFM.
- This list is subject to change in the absolute sole discretion of the Market Manager.

### **Generally Acceptable Items for sale include:**

- Produce vegetables, fruits, microgreens.
- Meats chicken, turkey, pork, beef, bison, rabbit, sausage, venison.
- Seafood finfish, shellfish & crustaceans harvested from Chesapeake Bay and other nearby tributaries.
- Dairy milk, eggs, cheese, butter, ice cream, kefir, yogurt.
- Honey –bee pollen.
- Baked goods bread, cookies, cupcakes, etc.
- Prepared food soups, sandwiches, pastas, dumplings, etc.
- Herbs fresh & dried herbs, teas.
- Plants vegetable starts, potted/cut herbs, potted/cut flowers.
- Coffee must be locally roasted.
- Wine grapes and wine must be locally produced.
- Additional Value-Added Products Jams, Jellies, apple butter, pickled products.

### **Prohibited Items for sale include:**

- Non-local products except locally roasted and ground coffee, olives, olive oil, and chocolate.
- Crafts, artwork, jewelry, handicraft, toys, housewares/home goods, candles, or body products.
- Non-food items, including materials from the vendor's existing agricultural operation, for example candles or lip balms made from a honey farmer's leftover beeswax.
- All non-food items must have prior approval from the VOFM Staff.
- Highly Invasive plant species, as defined by Virginia Department of Conservation & Recreation

### **Dairy/Ice Cream Requirements:**

- Milk, Dairy and Cheese: Fresh milk must be from the dairyman's own herd or creamery.
- Cheese, cream, yogurt and other dairy products must be made by the vendor using milk from dairyman's own herd, or milk sourced from another local dairy farmer.
- Flavoring agents (fruit, herbs or honey) used in the products should come from local vendors.

### **Frozen Dairy or Fruit Products:**

- Ice cream must be made by the vendor.
- A preference is given to vendors who uses milk or cream from the vendor's own herd or creamery, or who source milk from a local farmer.
- Flavoring agents (fruit, vegetables or honey) used in the products should come from local sources. Frozen dairy or fruit products should highlight regional produce and seasonal ingredients.
- Out of region necessary flavorings (such as vanilla) may be utilized.

### **Coffee Requirements:**

- Coffee must be locally roasted within 125 miles of Fairfax County.
- Coffee vendors must be producer-only, meaning all beans must be roasted by the vendor.
- Resale of locally roasted beans is not permitted.

### **Food Safety Requirements**

### 1. Temporary Food Establishment Permit:

- All vendors selling foods that are cooked, warmed, or prepared on site and/or are providing more than six types of food samples are required to get a Temporary Food Establishment (TFE) permit from the Fairfax County Health Department.
- Submit one TFEP application for each market location annually through the Fairfax County PLUS Portal: https://plus.fairfaxcounty.gov/CitizenAccess/Default.aspx
- A \$40 fee is paid once per year and covers the entire state of Virginia.
- The TFEP permit must be displayed in booth at all times.
- A copy of the TFEP permit must be submitted to the VOFM Market Manager before the beginning of the market season, along with regular USDA and VDACS certifications.

### 2. Safe Sampling:

- No TFEP permit is required for Product Sampling if the following conditions are met:
- Maximum of only six types of products being sampled at a time.
- All Sanitation Requirements are being followed.
- Food must be from an approved sourced.
- Fruits and vegetables must be washed under potable running water prior to cutting.
- A three-compartment washing station is required.
- A handwashing station is required.
- Hands must be washed prior to handling food; gloves must be worn.
- Use disposable utensils to distribute samples.
- Covers for Food for Sale and Samples: The Retail Food Establishment Regulations state that food on display must be protected from contamination. All vendors must have unpackaged food under a tent. Adequate counter protection devices (sneeze guards or shielding) must be provided to protect non-packaged foods from contamination.
- Storage containers, single service items, equipment and utensils shall be stored at least six (6) inches off the floor or ground surface and must be covered.

### 3. Inspections Required:

- An inspection from the Virginia Department of Agriculture and Consumer Services (VDACS) is required for vendors selling food and food products at Farmers Markets.
- 4. Home Kitchen Processing Exemption does not apply to the VOFM Farmers market as all goods for resale must be produced in a commercial kitchen.

### **Food Sampling Rules**



### County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

# Guidelines for Sampling at Temporary Food Events: Farmers Markets, Fairs, and Festivals

**Sampling:** A food product promotion where only a sample of a food is offered free of charge to demonstrate its characteristics. A sample cannot be a whole meal, an individual hot dish or a whole sandwich. **No permit for sampling is required if the following conditions are met:** 

- 1. A maximum of only six (6) products are being sampled at a time:
  - A product made by mixing two or more primary ingredients (i.e., a dip made by mixing dried herb packet with sour cream, olive oil mixed with dried herb packet, etc.) will count as one product.
  - A variety of one type of manufactured, packaged food product (i.e., baked goods, candies, jellies, jams, salsas, honey, etc.) will count as one product.
- 2. All department SANITATION REQUIREMENTS are being followed.

### **SANITATION REQUIREMENTS:**

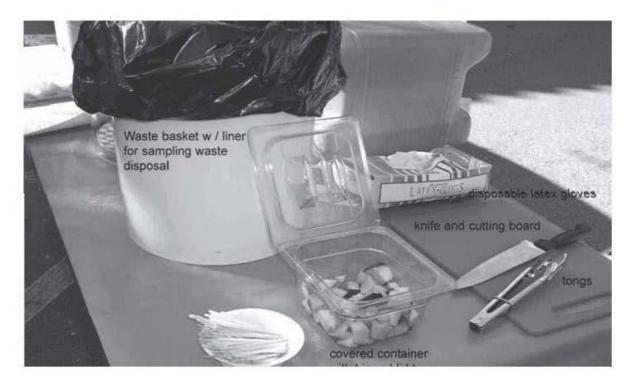
- a) All food being sampled must be from an approved source. Processed foods must be manufactured in or purchased from a licensed food establishment or processing facility. To verify an approved food source, the Health Department may request copies of retail food establishment permits, food manufacturer licenses, and/or receipts showing date of purchase.
- b) All fruit and vegetables must be washed under running potable water prior to cutting. Washing removes dirt, soil, and any other contaminants.
- c) A three-compartment washing station is required. Use this setup to wash, rinse, and sanitize knives, cutting boards, and other multi-use equipment and utensils used to prepare and handle food products.
- d) Food handling at the event requires easy access to a handwashing sink or a handwashing station that consists of:
  - A 5-7 gallon container equipped with a spigot valve
  - · A 5 gallon catch basin for wastewater
  - Potable water
  - Liquid hand washing soap in pump or squeeze bottle
  - · Paper towel supply for the entire day
- e) Wash hands prior to handling food products and then frequently throughout the event, especially any time hands are contaminated and between glove uses. After shaking patrons' hands or handling money, hands must be rewashed before handling food products.
- f) There can be no bare hand contact when working with food products. Obtain disposable gloves for use when cutting and handling products. Do not reuse gloves after touching contaminated surfaces or money.

- g) Obtain sampling containers that are covered.
- h) Use toothpicks, wax paper, paper sampling cups, tongs, or disposable utensils to distribute samples. This is to prevent patrons' hands or fingers from touching the samples or contaminating the food.
- i) All samples (including the original source container) may only be used for a length of four (4) hours during a single event. All unused samples (including the original source container) must be disposed of after four (4) hours.
- j) Use a plastic bag lined waste basket to collect and discard waste from food preparation and patrons.
- k) Know where toilet and "greywater" dumping facilities are located for proper discard of wastewater from food preparation and hand washing. Do not empty wastewater on the ground or pavement or down a storm drain.

### Required Items for Proper Sampling

Top left to right: Waste basket with liner, disposable latex or plastic gloves

Bottom left to right: Disposal single-use utensils, covered sampling container, tongs, knife and cutting board



Pairfax County Health Department
Division of Environmental Health Consumer
Protection Program
10777 Main Street, Suite 100 Fairfax, VA 2203
703-246-2201, TTY 711
www.fairfaxcounty.gov/health/food

### Examples of Fairfax County Health Department Approved Sampling Methods

Provide containers with hinged covers to prevent food contamination.

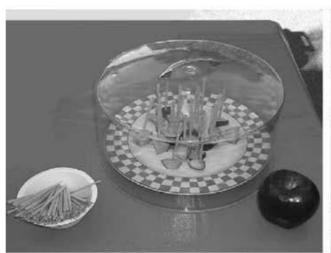


Use of tongs to give out sample.

This method provides the best way to keep the food samples from being contaminated. Vendor is in complete control of the sampling process. This method is highly recommended.



Here is another example of how to protect your samples. Notice the samples have tooth picks already so customer does not have to touch the sample. Cake cover acts as a sneeze protector.





If you are sampling nuts of any kind, you must use a nut-shaker similar to the ones pictured.



A temporary hand washing station must consist of, at least, running water, soap, paper towels, a catch basin and trash can. As a food vendor you must provide this set up in your stand.



A publication of the Fairfax County Health Department, Fairfax County, Va. Oct. 2024. To request this information in an alternate format, call 703-246-2201; TTY 711; www.fairfaxcounty.gov/health.

### **Applying for Fairfax County Temporary Food Event Permit**

1. Login to your customer account in the Citizen Portal. PLUS - Accela Citizen Access(1) (fairfaxcounty.gov)



2. Click on Environmental Health.

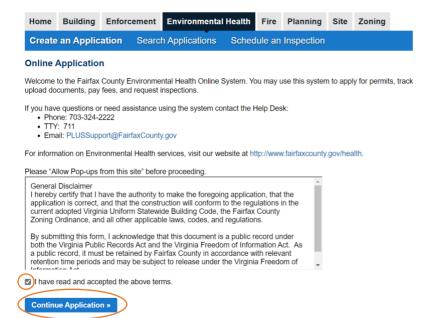


Hello, Allison.olguin@fairfaxcounty.gov

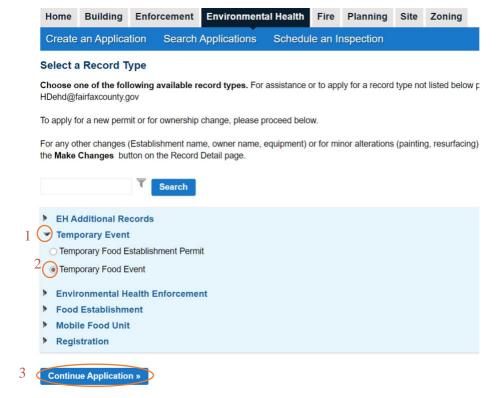
3. Click on Create an Application.



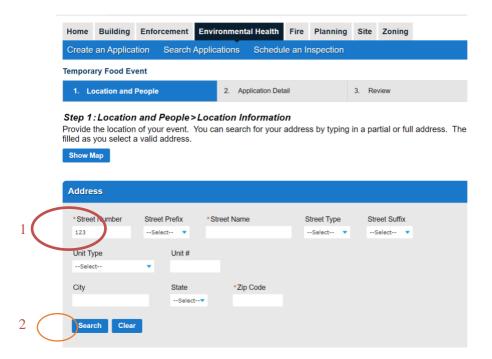
**4.** Read terms and check box to acknowledge. Click on **Continue Application**.



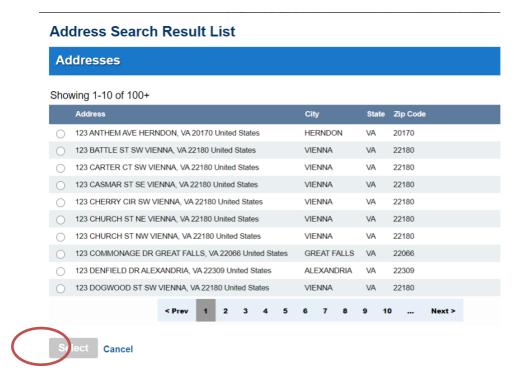
5. Click on Temporary Event to expand field, then on Temporary Food Event. Click Continue Application.



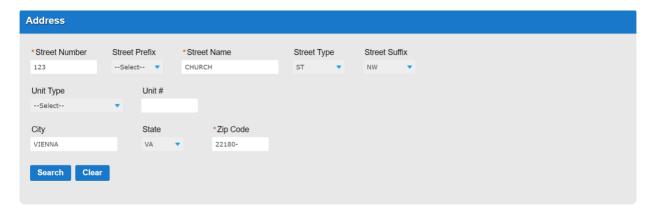
6. Enter the street number of the event location into the **Street Number** box and click **Search**.

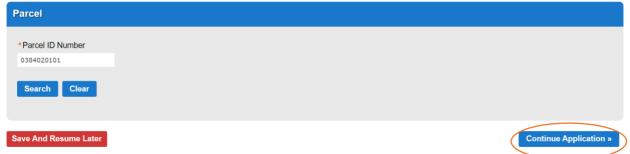


7. Find the correct address in the list and click on the circle, then click **Select**.

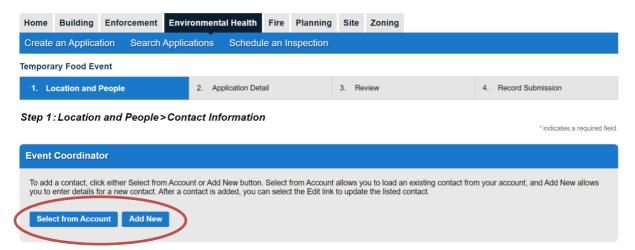


8. The full address and parcel number will auto populate. Click Continue Application.

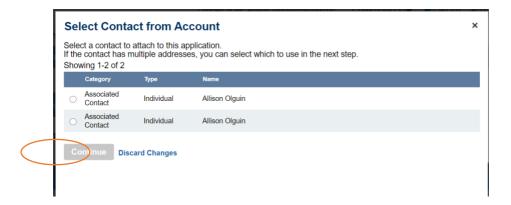




9. Add the required Event Coordinator contact information by either clicking on **Select from Account** to automatically input the details associated with the customer account <u>OR</u> click on **Add New** to manually add someone not associated with the customer account.



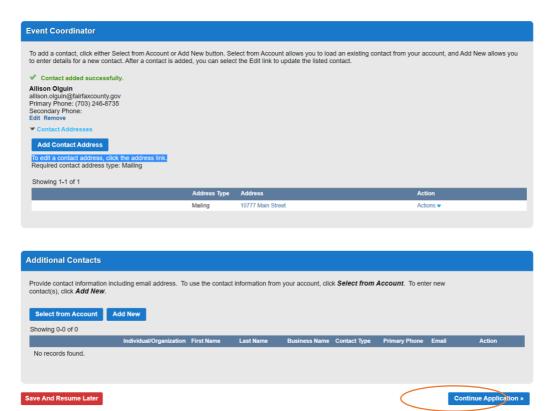
10. When adding from account, choose the appropriate person by checking the circle to the left of the individual, then click **Continue.** 



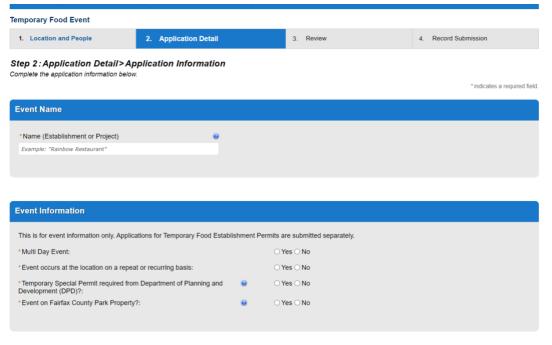
11. Choose the desired mailing address for the contact, then click **Continue.** 



12. Adding an additional contact is optional. If an additional contact is added, and "Applicant" is selected as the contact type, that individual will receive email notifications from the system too. When finished adding contacts, click **Continue Application**.



13. Application Details: Enter the **Event Name**, then answer the required **Event Information** questions by selecting **Yes** or **No** for each item.



14. The application is dynamic, meaning that the questions will change based on the answers given. If "**No**" is chosen **for Multi-Day Event**, new fields will populate and must be answered.



the frequency in the box that appears.	
*Event occurs at the location on a repeat or recurring basis:	Yes ○ No
If event occurs at this location on a repeat or recurring basis, specify the Event Frequency: *	i.e. weekly, monthly, consecutive days (Monday - Wednesday), etc.
16. Selecting "Yes" for Temporary Special Permit (TSP) required a number in the box that opens, as well as upload a copy of the perm	- ·

nter the TSP ection of the application.

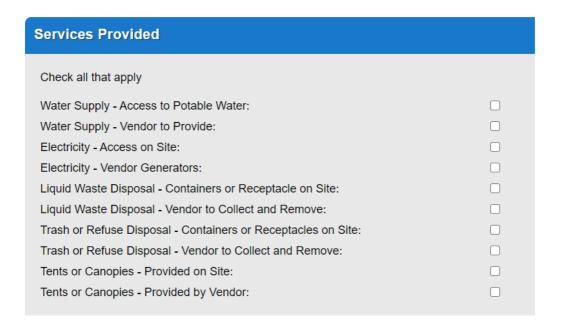
15. Selecting "Yes" for Event Occurs at the location on a repeat or recurring basis will require you to enter

*Temporary Special Permit required from Department of Planning and Development (DPD)?:	•	Yes ○ No
Temporary Special Permit Number: *		

17. Selecting "Yes" for Event on Fairfax County Park Authority (FCPA) grounds will require you to upload a copy of the FCPA approval in the Required Documents section of the application.

*Event on Fairfax County Park Property?:	<b>②</b>	Yes ○ No

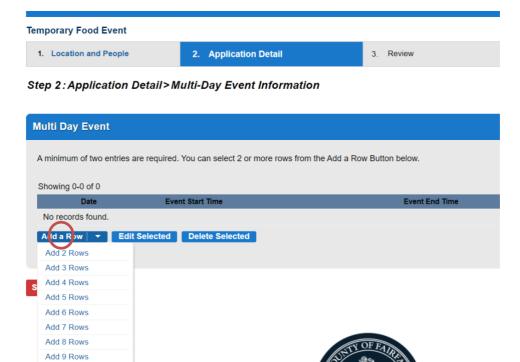
18. The appropriate boxes should be selected to indicate who (the event coordinator or the individual vendors) is providing the required sanitation services.



19. Enter the number of public restroom and portable toilets available to the public during the event. Both are required fields, so enter 0 if none. Click **Continue Application**.

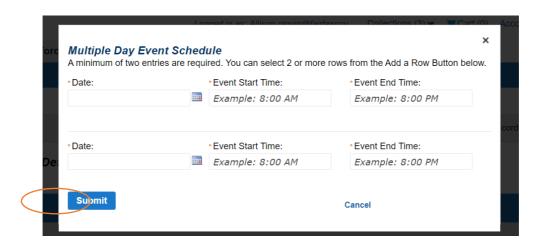


20. When "Multi-Day Event" was selected in step 13, the following screen will appear. Add a row for each day of the event (a minimum of 2 rows are required); click Add a Row to add rows individually, or click the drop down arrow to add multiple rows at the same time.



21. Enter the days, start time, and end time of the event in the pop-up box and then click Submit.

Add 10 Rows



\*indicates a required field

22. The system generates a list of required documents based on your answers to preceding questions. Click **Add** to the right of each document type to upload that specific document (only one file can be uploaded for each document type, so if your document is multiple files you must first combine into one).

Step 2: Application Detail > Documents

If you have multiple documents to upload for either the Event Map or the Food Vendors and Contact Info, please combine them into ONE prior to adding them here. There is only one document per submission type. The add button does NOT allow multiple uploads of a document type, it allows you to select a new document for that document type.

On the following page, you will have an opportunity to review the documents you have selected to submit.

The maximum file size allowed is 1000 MB.

Required Documents

1. EnvHealth - Event Map - Layout and Facilities

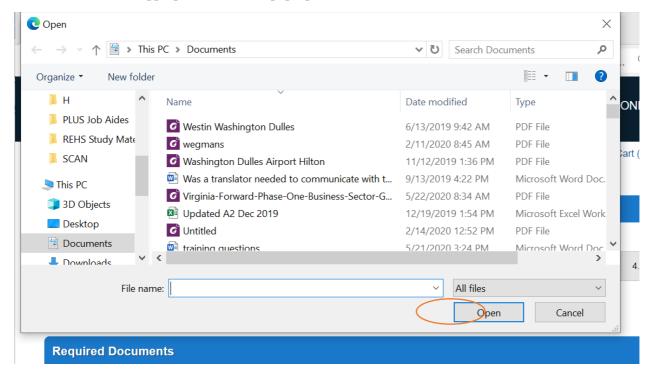
2. EnvHealth - Food Vendors and Contact Info

Add

Save And Resume Later

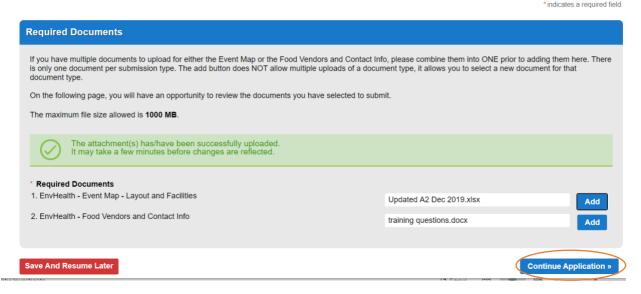
Continue Application >>

23. Find and select the appropriate file in the pop-up box and click **Open.** 

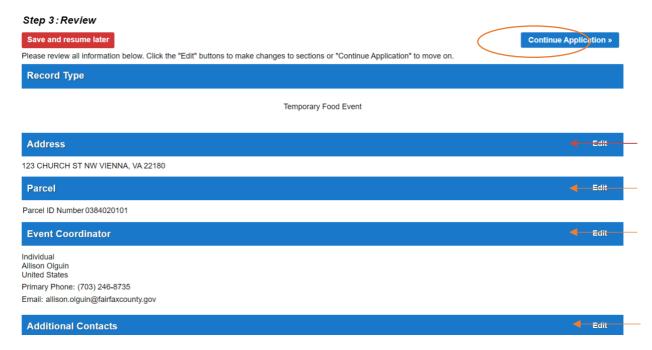


24. Once all required documents are successfully uploaded, click on Continue Application.

Step 2: Application Detail > Documents



25. Review all your application details and if necessary, edit by clicking on **Edit** to the right of the section requiring a change. When ready to submit the application, click **Continue Application**.



26. You will receive a confirmation of successful submission, as well as an email notification to the Event Coordinator (and Applicant, if enetered in the Additional Contacts section) of successful submission. The record number is displayed in blue at the bottom.

