

## **VANCE COUNTY REGIONAL FARMERS MARKET**

### **Farmers Market Advisory Board**

#### **PURPOSE - FUNCTION - COMPOSITION**

##### **Purpose**

The Farmers Market advisory board will advise and make recommendations for the operation, promotion, support and growth of a successful regional farmers market. The advisory board will be guided by the following market objectives set forth by the Vance County Board of County Commissioners.

##### **Market Objectives**

- The Market will provide equal opportunity for participation and profitability by farmers to sell their products directly to consumers.
- The Market will be regional in nature, actively encouraging participation by many farmers from the geographic area surrounding the Market location.
- The Market will provide a pleasant, family-appropriate atmosphere in which customers may visit and select from a wide variety of sellers and products.
- Market management will neither regulate nor influence product prices.
- The Market will be a good neighbor and sensitive to the community in which it is located.

##### **Function/Operations**

In order to achieve the above market objectives, the farmers market advisory board will function as follows:

- Vance County Cooperative Extension will provide leadership of the Farmers Market Advisory Board and serve in an ex-officio capacity.
- Advisory board members will serve voluntarily, without compensation and have neither administrative nor regulatory authority.
- Working closely and cooperatively with the farmers market manager, the advisory board will recommend Market operational procedures for adoption by the Vance County Board of County Commissioners.
- The farmers market advisory board will meet bi-monthly.
- One meeting each year will be dedicated to a review of Market operational procedures.
- The board will assist in the marketing, planning and execution of special events and other promotional activities in support of the Market.
- A quorum is defined as six or more voting members. Proxy voting is not permitted.
- The Vance County Board of County Commissioners reserves final authority for all aspects of the Farmers Market, its operation, facilities and property.

### **Board Membership**

The farmers market advisory board will include but not be limited to the following 13 voting members, representing the various interests of a successful farmers market.

| <b>Board Members</b> | <b>Market Interest Represented</b>                                                                                       |
|----------------------|--------------------------------------------------------------------------------------------------------------------------|
| 1                    | Cooperative Extension staff (non-voting, ex-officio)                                                                     |
| 6                    | Farmers/sellers representing the geographic area surrounding the Farmers Market                                          |
| 2                    | Market patrons representing the customer perspective                                                                     |
| 1                    | Community in which the Market is located                                                                                 |
| 2                    | General agriculture community, at least one of which will be a member of the Vance County Farm Bureau Board of Directors |
| 1                    | Granville Vance Health District                                                                                          |
| 1                    | Vance County Commissioner                                                                                                |

- One of the members specified above should also be a representative of the Henderson-Vance Chamber of Commerce (i.e. serve a dual-role).
- Advisory board members will be appointed by the Vance County Board of Commissioners. They will each serve three year terms on a rotational basis, with one additional three-year term appointment possible. After serving two terms, a member may not serve again for three years.
- Every effort will be made to encourage representation from surrounding counties.
- Board members serving in the capacity of 'farmers/sellers' are encouraged to also participate in local (and possibly statewide) farmer organizations and commodity associations if applicable.
- If a board member misses more than 3 meetings per calendar year, they may be removed from the board.

# VANCE COUNTY REGIONAL FARMER'S MARKET ADVISORY BOARD - 2025

COMPRISED OF, BUT NOT LIMITED, TO 13 VOTING MEMBERS - A QUORUM IS DEFINED AS 6 VOTING MEMBERS (appointed in December) Meets every other month - 4th Tuesday - at the Farmer's Market (January, March, May, July, September, November)

| COOPERATIVE EXTENSION STAFF (NON-VOTING, EX-OFFICIO) - 1 MEMBER REQUIRED |                                         |                                            |                             |              |           |
|--------------------------------------------------------------------------|-----------------------------------------|--------------------------------------------|-----------------------------|--------------|-----------|
| Wykia Macon - BF                                                         | County Extension Director<br>Ex-officio | 305 Young Street<br>Henderson, NC 27536    | wmacon@ncsu.edu             | 252-438-8188 | PERMANENT |
| Michael Ellington - WM                                                   | Extension Agent<br>Ex-officio           | 305 Young Street<br>Henderson, NC 27536    | maelling@ncsu.edu           | 252-438-8188 | PERMANENT |
| Stephen Wolf - WM                                                        | Market Manager                          | 210 Southpark Drive<br>Henderson, NC 27536 | svalkenhaus@vancecounty.org | 252-425-2092 | PERMANENT |

| FARMERS/SELLERS REPRESENTING GEOGRAPHIC AREA SURROUNDING THE MARKET - 6 MEMBERS REQUIRED |               |                                                    |                                       |              |         |         |
|------------------------------------------------------------------------------------------|---------------|----------------------------------------------------|---------------------------------------|--------------|---------|---------|
| Calvin Adcock - MW                                                                       | Farmer/Seller | 360 Community House<br>Road Henderson, NC<br>27537 | calvinaadcock@gmail.com               | 252-492-1896 | 2/2020  | 12/2025 |
| Jan Taylor-Fuller - BF                                                                   | Farmer/Seller | 744 Tollie Weldon Road<br>Henderson, NC 27537      | janfuller21@gmail.com                 | 919-669-8954 | 12/2023 | 12/2026 |
| Paul Lewis - MW                                                                          | Farmer/Seller | 1800 Pine Ridge Road<br>Henderson, NC 27537        | lewis.paul89@gmail.com                | 630-835-9736 | 2/2025  | 12/2025 |
| Deb Curtis - WF                                                                          | Farmer/Seller | 2805 Cokesbury Road<br>Henderson, NC 27537         | deborah.curtis4@icloud.com            | 252-432-7025 | 1/2025  | 12/2027 |
| William Graves - WM                                                                      | Farmer/Seller | 1115 Doctor Finch<br>Road Henderson, NC<br>27537   | wclegaves@gmail.com                   | 252-431-0485 | 3/2025  | 12/2027 |
| Larry Davis                                                                              | Farmer/Seller | 1448 Warrenton Road<br>Henderson, NC 27537         | larry.davis@davisfarmsscandycreek.com |              | 3/2019  | 12/2027 |

| MARKET PATRONS REPRESENTING CUSTOMERS PERSPECTIVE - 2 MEMBERS REQUIRED |                                                     |                                            |                           |              |                 |
|------------------------------------------------------------------------|-----------------------------------------------------|--------------------------------------------|---------------------------|--------------|-----------------|
| Sandra Wilkerson - WF                                                  | Henderson-Vance Chamber / Market Patron (DUAL ROLE) | 144 West Creek Road<br>Henderson, NC 27537 | sandra@hendersonvance.org | 252-430-4384 | 12/2022 12/2025 |
| Pam Hester - WF SECRETARY                                              | Vance County Tourism Market Patron                  | 918 Hedrick Drive<br>Henderson, NC 27537   | phester@vancecounty.org   | 252-213-4747 | 2/2020 12/2025  |

| COMMUNITY MEMBER WHERE THE MARKET IS LOCATED - 1 MEMBER REQUIRED |  |  |  |  |  |
|------------------------------------------------------------------|--|--|--|--|--|
| OPEN                                                             |  |  |  |  |  |

| GENERAL AGRICULTURE COMMUNITY ONE MUST BE A MEMBER OF FARM BUREAU BOARD OF DIRECTORS - 2 MEMBERS REQUIRED |                                          |                                         |                     |              |           |
|-----------------------------------------------------------------------------------------------------------|------------------------------------------|-----------------------------------------|---------------------|--------------|-----------|
| Gene Matthews - WM CHAIRMAN                                                                               | Farm Bureau Representative Farmer/Seller | 412 Club Pond Rd<br>Henderson, NC 27537 | jasmfarms@gmail.com | 252-438-2305 | PERMANENT |
| OPEN                                                                                                      |                                          |                                         |                     |              |           |

| GRANVILLE - VANCE HEALTH DEPARTMENT - 1 MEMBER REQUIRED |  |  |  |  |           |
|---------------------------------------------------------|--|--|--|--|-----------|
| OPEN                                                    |  |  |  |  | PERMANENT |

| VANCE COUNTY COMMISSIONER - 1 MEMBER REQUIRED |                     |                                              |                       |              |                |
|-----------------------------------------------|---------------------|----------------------------------------------|-----------------------|--------------|----------------|
| Charisse Faines - BF                          | County Commissioner | 184 South Vance Drive<br>Henderson, NC 27537 | cfain@vancecounty.org | 252-767-1563 | 3/2025 12/2025 |

**VANCE COUNTY REGIONAL FARMERS MARKET**  
**Checklist for Facility Users**

*Users of the facility are responsible for attending to the following items at the conclusion of their event:*

\_\_\_\_\_ Empty all trash, including from bathrooms, and dispose of in the dumpster outside the facility.

\_\_\_\_\_ Remove all decorations, food, equipment and other personal effects.

\_\_\_\_\_ Clean any tables and chairs used for the event that belong to the facility.

\_\_\_\_\_ Return all tables and chairs belonging to the facility to the location where they were found.

\_\_\_\_\_ Clean dirt and debris from the floor of bathrooms, classroom, and vendor sales area. A broom and mop are available at the facility.

\_\_\_\_\_ Report any damage to Vance County Cooperative Extension, 252-438-8188. Should the event take place outside of normal business hours, the report must be made no later than 8:45 am on the next business day. In the event of an after-hours event where the damage requires immediate attention, the report should be made immediately to the "After Hours Emergency Contact" listed below:

After Hours Emergency Contact: \_\_\_\_\_

\_\_\_\_\_ Return key to Cooperative Extension, 305 Young St., no later than noon on the next business day.

\_\_\_\_\_ Wipe down all bathroom fixtures (cleaning supplies are available at the facility). If regularly scheduled custodial services are available on the day following user's event, this requirement may be waived, solely at the discretion of the facility manager. But in any event, any untidiness beyond normal usage must be cleaned by the user.

**VANCE COUNTY REGIONAL FARMERS MARKET, VENDOR APPLICATION**  
**Subject to approval by Market Manager. Incomplete application will delay approval process.**

Farm or business name \_\_\_\_\_

Name(s) of owner(s) \_\_\_\_\_

Physical address of farm/business \_\_\_\_\_

Mailing address \_\_\_\_\_

Tel. Nos. (h) \_\_\_\_\_ (c) \_\_\_\_\_ (other) \_\_\_\_\_

E-mail \_\_\_\_\_ Farm or business website \_\_\_\_\_

Emergency contact (name & tel. No.) \_\_\_\_\_

Check all item(s) you would like to sell:

|                                             |                                       |                                                          |
|---------------------------------------------|---------------------------------------|----------------------------------------------------------|
| <input type="checkbox"/> Fresh produce      | <input type="checkbox"/> Wine         | <input type="checkbox"/> Honey                           |
| <input type="checkbox"/> Fresh cut flowers  | <input type="checkbox"/> Beef or pork | <input type="checkbox"/> Handmade crafts                 |
| <input type="checkbox"/> Plants             | <input type="checkbox"/> Seafood      | <input type="checkbox"/> Prepared food from a food truck |
| <input type="checkbox"/> Baked/canned goods | <input type="checkbox"/> Eggs         | <input type="checkbox"/> Poultry                         |
| <input type="checkbox"/> Other _____        |                                       |                                                          |

Acres in cultivation: \_\_\_\_\_ (if selling produce, flowers, plants, meat, eggs or other farm products)

Detailed description of all items to be sold:

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

If anything you sell will be grown/produced/made by another person or business, list the item(s) and source(s):

|       |
|-------|
| _____ |
| _____ |
| _____ |

If selling raw beef/pork, specify USDA/NCDACS-inspected processing facility: \_\_\_\_\_

Are you listed as a "Poultry Exempt Operator" with NCDACS? ☐ Yes ☐ No, I will not sell raw poultry

Did you attach a copy of your Meat Handler's License from NCDACS?

☐ Yes ☐ No, I will not be selling raw beef or pork

Did you attach a copy of the appropriate dealer license from the NC Division of Marine Fisheries?

☐ Yes ☐ No, I will not be selling raw seafood

Did you attach a copy of your nursery certification?

☐ Yes ☐ No, I will not sell plants ☐ No, I will only sell annuals &/or vegetable transplants

What date would you like to begin selling? \_\_\_\_\_ For how many weeks? \_\_\_\_\_ Wed, Sat or both? \_\_\_\_\_

IF YOU ARE SELLING PROCESSED/PREPARED FOOD(S), PLEASE COMPLETE THE FOLLOWING:

Which categories of processed/prepared foods will you sell?

- ☐ Candies      ☐ Dried mixes      ☐ Spices      ☐ Pickles
- ☐ "Canned" jams or jellies
- ☐ Baked goods that do not require refrigeration
- ☐ Dairy products (may NOT be prepared in a home kitchen)
- ☐ Refrigerated or frozen foods (may NOT be prepared in a home kitchen)
- ☐ Low-acid canned foods such as beans and squash (may NOT be prepared in a home kitchen)
- ☐ Acidified foods other than pickles (specify: \_\_\_\_\_)
- ☐ Other (specify: \_\_\_\_\_)

How will your prepared food products be sold?

- ☐ Products will be packaged, with a label affixed to each package
- ☐ Products will be served from enclosed display case, with label information displayed separately
- ☐ Both methods will be used
- ☐ Other (provide specifics: \_\_\_\_\_)

Kitchen information: ☐ Commercial      ☐ Home      Kitchen location: \_\_\_\_\_

Did you attach a copy of the kitchen inspection report from NCDA&CS?

☐ Yes

Did you attach a copy of your certificate of completion from the NCSU Acidified Foods School?

☐ Yes      ☐ No, I will not be selling acidified foods.

By signing below, I agree to the following:

I agree to make all reasonable efforts to address complaints from customers. I understand that if the Market Manager receives multiple customer complaints concerning my products or business practices, my marketing privileges may be temporarily or permanently canceled. I acknowledge that I have been provided a copy of the Vendor Guidelines, have read and understood them, and agree to abide by them in full. I understand that failure to abide by the Vendor Guidelines constitutes grounds for terminating my vendor's license with no right to a refund of any fees paid or expenses incurred. I certify that all information provided on this application is complete, true and correct. I acknowledge that I **assume all liability** arising from the sale or use of my products, display tables, equipment and other items that I sell or use on the property of the Farmers Market and hereby agree to indemnify and hold Vance County, its officials, officers, agents and employees harmless from any and all liability, claims, losses, costs, damages or expenses (including the cost and expense of defending, mitigating any claim and attorneys fees related thereto) connected to, arising or alleged to arise out of the vendor's actions or failure to act, in the offering, sale or use of its products or property at the Farmers Market. I acknowledge that I am responsible for any damage I cause to the facility or furnishings. I also understand that it is recommended that I obtain product and liability coverage for activities at the Farmers Market. I agree to notify the Market Manager in writing three business days in advance if I wish to sell any additional products not listed above. I agree to accept SNAP/EBT benefits for eligible products, with reimbursements to vendors made on a monthly basis. Vendors that sell on at least three days will have priority for the 11/15/25 market.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

SEND OR DELIVER APPLICATION TO: VCRFM Manager, NC Coop Ext, 305 Young St., Henderson, NC 27536

*Enclose/attach application fee of \$20, payable to Vance County.*

Date received by Market Manager/Cooperative Extension \_\_\_\_\_ Received by: \_\_\_\_\_

Amount paid: \_\_\_\_\_ Cash ☐ Check ☐ Check no. \_\_\_\_\_ Receipt no. \_\_\_\_\_

**VANCE COUNTY REGIONAL FARMERS MARKET**  
**GUIDELINES FOR USE OF FACILITY**  
**Adopted May 2014, revised April 1, 2019**

The primary use of this facility is that of a regional farmers market. When not being utilized for that purpose, or for events sponsored by other Vance County Government Departments, it may be licensed to outside groups for legal activities in accordance with local, state and federal laws.

The building will be licensed for use as available. A contract will be made available for all, setting forth the terms of the license to use the facility. The Vance County Regional Farmers Market building and grounds will be considered a smoke and drug free facility.

1. Outside groups will be charged a license fee of \$200 for up to 4 hours and \$50 for each additional hour (charge is determined by actual time in building including setup and cleanup, and the maximum time allowed is 8 hours). Licensee will be charged \$125 per hour for exceeding the time reserved. Licensees must pay a \$250 security deposit, which will be refunded if the building/grounds are found to be clean and undamaged after use, and the terms of the agreement fulfilled. There will be a reduced fee for state, federal and city government use of the facility (\$100 for up to 4 hours and \$25 for each additional hour).
2. Licensees will have access to the "vendor sales area", restrooms, and small classroom.
3. Licensee must provide all needed equipment for their event, including tables and chairs.
4. Firearms are not permitted on the premises, except when brought on for instruction in firearm safety or use.
5. Alcohol consumption is not permitted on the premises.
6. Security for any event shall be provided at the licensees expense and discretion.
7. Candles are prohibited, as well as all forms of fires and pyrotechnics.
8. The maximum occupancy for events at the facility is 150 people, or the number posted by the Fire Marshall, whichever is less.
9. All trash must be removed from the building and placed in the outside dumpster.
10. Any amplified sound, including music, speeches, etc. must conform to local ordinances, and must cease by 10 pm.
11. Application and full payment of fees must be received at least 30 days prior to the event.
12. Applicant must be at least 21 years of age and provide a copy of state issued photo ID at time of application.
13. The licensee may not permit or assign the use of the facility to any other person or organization.
14. The licensee will be responsible for any damages inside or outside the facility.
15. The licensee will be responsible for restoring the facility to the condition it was in when they were given use of the building.
16. The licensee is to have the building cleaned out at the end of the stated time rented.
17. Alterations to the facility (e.g. drilling, painting, nailing etc.) are strictly prohibited.
18. No animals or pets allowed except service animals. An exception may be made for 4-H events.
19. Parking at the facility is limited. Licensee is advised to notify attendees beforehand that carpooling is recommended. Parking in the lots of nearby businesses and housing complexes is prohibited, and may result in the owner's car being towed at her/his expense.

## FACILITIES USE AGREEMENT

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Vance County (hereinafter, "County"), and \_\_\_\_\_, with an address at \_\_\_\_\_ (hereinafter, "User").

### WITNESSETH:

WHEREAS, Vance County owns certain facilities as described in this Agreement, and

WHEREAS, User desires to use those facilities for the purposes herein contained:

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, Vance County and User agree as follows:

1. Vance County hereby grants a license to User to use the following described facilities ("Facilities" or "Licensed Premises") on the terms and conditions hereinafter set forth and also as attached hereto as Exhibit "A" (**Vance County Regional Farmers Market Guidelines for Use of Facility**) and Exhibit "B" (**Checklist for Facility Users**).

The User shall use the Licensed Premises only for the purposes set forth herein and for no other purpose.

2. Term & Event: User shall be permitted to use the Facility during the following date and time:

Date:

Times: \_\_\_\_\_ am/pm to \_\_\_\_\_ am/pm

Description of Event:

3. Fee: User shall pay to Vance County the following license fees:

Amount: \_\_\_\_\_

The User shall pay Additional User Fees within thirty (30) days following the invoice date. User agrees to pay all fees due under this contract by bank check.

4. Condition of Licensed Premises: The User has inspected the Licensed Premises prior to the execution of this Agreement and agrees to accept the same in its "as is" condition, and except as specifically noted in herein, Vance County shall not be required to perform any work or alterations to prepare the Licensed Premises for

User's Event.

5. Utilities: Vance County shall at its own cost and expense supply the User with all existing utilities, during the event. Vance County reserves the right to assess an additional fee in expectation of higher than normal utility usage if the same is so determined.
6. Parking and Facilities: Parking for the facility is available; however, Vance County assumes no responsibility for damage to vehicles or stolen items.
7. Compliance with Vance County Policies: User shall be responsible to ensure that its employees, agents and contractors, licensees, guests and invitees abide by all Vance County rules, regulations and Policies, a copy of which can be provided to User upon request.
8. The User and its employees, agents, contractors, licensees, guests and invitees shall not injure, damage, mar or deface the Facilities, its appurtenances and any equipment contained therein. Neither shall the User cause or permit anything to be done whereby said premises, appurtenances and equipment shall in any way be injured, damaged, marred or defaced, and will not drive or permit to be driven, nails, hooks, tacks or screws into any part thereof and will not make or allow to be made any alterations of any kind therein. Helium filled balloons and glitter are not permitted.
9. The User and its employees, agents and contractors shall not erect any special platforms, water tanks, scaffolding, rigging and other apparatus without prior written approval. Vance County in its sole discretion, reserves the right to reject any of the above mentioned items. In the event of such constructions after obtaining such approval, User will take all necessary action required to insure the safety of the participants and the public, and shall be solely liable for any damages that arise as a result of same.
10. Vance County does not guarantee the operation of any of its equipment and shall not be liable for any loss sustained by the User or its employees, agents, contractors, licensees, guests or invitees by reason of any breakdown of equipment during the permitted Use.
11. The User and its employees, agents and contractors shall not use any flammable materials, including decorations, displays, drapings, or similar items in the Facilities, without prior written approval.
12. The Facilities are designated as non-smoking at all times. The User shall forfeit any funds paid, including any refundable deposits for violation of this designation during the Usage and Event, and shall be responsible for any fines levied for violation of this regulation and reimbursement to Vance County for any damage caused by smoking.

13. Firearms are prohibited on all County-owned property. Possession of a firearm by the applicant or anyone on the premises could result in the cancellation of the event and forfeiture of rental fees and cleaning/damage deposit.
14. At no time shall User allow occupancy of the Facilities to exceed maximum permitted occupancy. The maximum permitted occupancy for the facilities is posted within the Facility.
15. Vacating Premises: At the end of its Event, or upon the earlier termination of this Agreement, User shall quietly and peaceably vacate the Licensed Premises and remove its employees, agents, contractors, licensees, guests and invitees and their property from the Licensed Premises so that the Licensed Premises are in the same condition (ordinary wear and tear excepted) as at the inception of the Event, and User shall reimburse Vance County for any expense incurred to repair any damage caused by such removal. Any property or items of User or its employees, agents, contractors, licensees, guests or invitees remaining in the Licensed Premises after the expiration or sooner termination of this Agreement shall be deemed abandoned and may be disposed of as seen fit in Vance County's sole discretion, at User's expense. User agrees that Vance County shall have no liability for any disposal of property that is deemed abandoned.
16. The User agrees that its advertising and publicity shall not conflict with Vance County's mission and image. The User shall submit its advertising plans, if any, including sponsorships to the County representative for review prior to the User's publicizing of any of its activities hereunder. Vance County reserves the right to maintain advertisements within the Facilities at all times.
17. The User shall not use Vance County's name or Seal in its advertising in such a way as to suggest that Vance County is a provider or sponsor of the Event, or in any way endorses, operates or is connected with the provision of the Event, the content thereof or any activity incident thereto. The User agrees to submit all press releases and advertisements to Vance County for review before publication.
18. The User warrants that no music, literary or artistic work or property protected by copyright will be performed, reproduced, or used in connection with its activities at the Facilities unless the User, its employees, agents or contractors have obtained permission from the copyright holder or have obtained appropriate licensing to use such works. Any fines assessed and all costs of defending and settling alleged claims against Vance County for violation of this provision shall be the full responsibility of User.
19. The User and its employees, agents, contractors, licensees, guests and invitees shall comply with all pertinent federal, state, local and municipal laws, codes, ordinances, rules and regulations, including but not limited to fire, building safety and health codes applicable to the Use of Facilities, including with respect to the dispensing and

sale of alcoholic beverages, which is prohibited.

20. The possession and/or use of intoxicants, including beer or wine, is prohibited in the Facilities.
21. Indemnification. User agrees to defend, indemnify, and hold harmless Vance County, its successors and assigns, and their respective employees and agents to the fullest extent permitted by law from and against any and all claims or demands whatsoever, including associated costs, expenses, and reasonable attorneys' fees incurred on account thereof, that may be asserted by employees of User's subcontractors or agents, or any other persons for loss, damage, death, or injury to persons or property arising in any manner out of or incident to User's utilization of Vance County facilities and/or User's performance or nonperformance of this Agreement.
22. Violation: If in Vance County's reasonable opinion, at any time the User's employees, agents, contractors, licensees, guests or invitees violates an applicable Vance County rule or regulation (including, but not limited to restrictions against the use of drugs and alcohol), User shall direct the offender to cease and desist from continuing such illegal or improper use. Notwithstanding anything to the contrary contained in this Agreement, Vance County expressly reserves its right at any time to terminate this agreement and remove all User's occupants.
23. Non-assignment: The User shall not assign or transfer this Facilities Use Agreement or allow any other entity to use any portion of the subject Facilities hereunder without the prior written consent of Vance County. Any sublease or assignment made will be invalid and will result in the forfeiture of the right to use the facility in the future as well as the forfeiture of all deposits.
24. The County Board of Commissioners and County Manager reserve the right to cancel an approved request or revoke the right of the use of the facility to any group or individual when:
  - a. Said group or individual has shown sufficient disregard for the Rules and Regulations set forth in this document.
  - b. It is deemed necessary for the concern of the health, safety, and welfare of the applicant, guests, or the general public.
  - c. It is in the best interest of Vance County or the Vance County Regional Farmers Market.
25. If the Board of Commissioners or the County Manager cancels an approved request, the applicant forfeits all monies paid in connection with this agreement, and Vance County shall be released from any damages, consequential or actual, suffered, alleged or claimed.
26. No Joint Venture: Nothing contained herein shall be deemed or construed by the parties or by any third party as creating any employment or agency relationship or partnership or joint venture between User and Vance County.

27. Entire Agreement: This Facilities Use Agreement, together with any exhibits or addenda annexed hereto, is the sole and complete expression of the parties' intent with respect to the subject matter hereof. This Agreement may be amended or modified only by a writing countersigned by authorized representatives of each party.
28. Inspection: User agrees that Vance County's authorized representatives may enter upon the licensed Facilities at all reasonable times to make inspection and perform necessary work or to ensure conformity with this Facilities Use Agreement.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the date first set forth hereinabove.

**Vance County**

***FULL LEGAL NAME OF FACILITY USER***

By \_\_\_\_\_

By \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## VANCE COUNTY REGIONAL FARMERS MARKET FACILITIES USE APPLICATION

Before submitting, applicant should arrange a tour of the facility with the Market Manager during normal business hours. Reservation is not confirmed until application has been approved by Vance County and the "Facilities Use Agreement" has been executed. If all deposits and fees are not received at least 30 days prior to the reservation date, the reservation will be canceled. Responsible party is required to submit state issued photo identification as proof of age. Attach a sketch showing how you will setup the facility (e.g. tables, chairs, equipment, etc.).

NAME OF ORGANIZATION \_\_\_\_\_

NAME OF RESPONSIBLE PARTY \_\_\_\_\_

ADDRESS \_\_\_\_\_

DAYTIME PHONE \_\_\_\_\_ EVENING PHONE \_\_\_\_\_

CELL PHONE \_\_\_\_\_

DATE REQUESTED \_\_\_\_\_

TIME REQUESTED (INCLUDE SET UP & CLEANUP TIME) \_\_\_\_\_

TIME OF ACTUAL EVENT \_\_\_\_\_

DESCRIPTION OF EVENT \_\_\_\_\_

NUMBER OF ATTENDEES \_\_\_\_\_

FACILITIES TO BE USED:

☐ VENDOR SALES AREA

☐ CLASSROOM

☐ GROUNDS

WILL YOU BE SERVING FOOD? ☐ YES ☐ NO

FOOD SERVING LOCATION:

☐ CLASSROOM ☐ VENDOR SALES AREA ☐ GROUNDS

DINING LOCATION: ☐ CLASSROOM ☐ VENDOR SALES AREA ☐ GROUNDS

Will you have amplified sound of any kind (e.g. music, p.a. system, etc.)? If so, please describe.

I have been provided a copy of the "Vance County Regional Farmers Market Guidelines For Use Of Facility" adopted May 5, 2014. I have read and understood them and agree to abide by all stipulations therein described. I have met with the Market Manager for a tour of the facility and have been advised of the following:

- Clean up checklist
- Availability of cleaning supplies
- No helium balloons or glitter
- Operation of lights, HVAC, fans, etc.

A full refund of the rental fee and security deposit (minus a \$25 administrative fee) will be issued if cancellation is made more than five business days in advance. If cancellation is made five business days or less in advance, only the security deposit will be refunded.

SIGNATURE OF RESPONSIBLE PARTY LISTED ABOVE:

\_\_\_\_\_

DATE: \_\_\_\_\_

+++++

**OFFICE USE ONLY**

MARKET MANAGER TOUR - DATE: \_\_\_\_\_ INITIAL: \_\_\_\_\_

DATE APPLICATION RECEIVED: \_\_\_\_\_

RECEIVED BY: \_\_\_\_\_

DATE APPLICATION APPROVED: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_

DATE SIGNED "FACILITIES USE AGREEMENT" RECEIVED: \_\_\_\_\_

RECEIVED BY: \_\_\_\_\_

DATE RENTAL FEE AND SECURITY DEPOSIT RECEIVED: \_\_\_\_\_

RECEIVED BY: \_\_\_\_\_

KEY ISSUED TO: \_\_\_\_\_ DATE: \_\_\_\_\_

KEY RETURNED: \_\_\_\_\_ DATE: \_\_\_\_\_

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MAIL OR DELIVER COMPLETED APPLICATION TO:

VANCE COUNTY COOPERATIVE EXTENSION

305 YOUNG ST., HENDERSON, NC 27536

**VANCE COUNTY REGIONAL FARMERS MARKET**  
**Cleanup Checklist for Facility Users**

*Users of the facility are responsible for attending to the following items at the conclusion of their event:*

\_\_\_\_\_ Empty all trash, including from bathrooms, and dispose of in the dumpster outside the facility.

\_\_\_\_\_ Remove all decorations, food, equipment and other personal effects.

\_\_\_\_\_ Clean any tables and chairs used for the event that belong to the facility, including removal of any tape, string, etc.

\_\_\_\_\_ Return all tables and chairs belonging to the facility to the location where they were found.

\_\_\_\_\_ Clean dirt and debris from the floor of bathrooms, classroom, and vendor sales area. A broom and mop are available at the facility.

\_\_\_\_\_ Police grounds and pick up any trash.

\_\_\_\_\_ Report any damage to Vance County Cooperative Extension, 252-438-8188. Should the event take place outside of normal business hours, the report must be made no later than 8:45 am on the next business day. In the event of an after-hours event where the damage requires immediate attention, the report should be made immediately to the "After Hours Emergency Contact" listed below:

After Hours Emergency Contact: \_\_\_\_\_

\_\_\_\_\_ Return key to Cooperative Extension, 305 Young St., no later than noon on the next business day.

\_\_\_\_\_ Wipe down all bathroom fixtures. If regularly scheduled custodial services are available on the day following user's event, this requirement may be waived, solely at the discretion of the facility manager. But in any event, any untidiness beyond normal usage must be cleaned by the user.

## **VANCE COUNTY REGIONAL FARMERS MARKET VENDOR GUIDELINES**

### **MARKET OBJECTIVES**

The Market will operate according to the following objectives, as adopted by the Vance County Board of Commissioners:

- The Market will provide equal opportunity for participation and profitability by farmers to sell their products directly to consumers.
- The Market will be regional in nature, actively encouraging participation by farmers from the geographic area surrounding the Market location.
- The Market will provide a pleasant, family-appropriate atmosphere in which customers may visit and select from a wide variety of sellers and products.
- Market management will neither regulate nor influence product prices.
- The Market will be a good neighbor and sensitive to the community in which it is located.

### **MARKET POLICIES AND PROCEDURES**

1. The Vance County Regional Farmers Market is open to vendors from Vance, Franklin, Warren and Granville Counties in NC and Mecklenburg County, VA. Vendors from other NC Counties will be considered on a space-available basis.
2. All vendors will pay a \$20 annual application fee due a minimum of three business days prior to their first sale day each market year (the "market year" runs January through December). Vendors will meet with Farmers Market Manager prior to final approval. The fee will not be pro-rated if a vendor chooses to sell for only part of the market year. The application form is available from the Cooperative Extension office, or from the Market Manager during market operating hours. It will also be posted on the Vance County Cooperative Extension website (<http://vance.ces.ncsu.edu>). There is no daily setup fee. Up to two vendors may, at their discretion, elect to share a space. All payments may be made to Vance County Cooperative Extension. The application and fee can be mailed or delivered to:  
Farmers Market Manager  
Cooperative Extension  
305 Young Street  
Henderson, NC 27536
3. All vendors are responsible for keeping their sale area clean and will remove their sales debris/trash from their sales area at the end of the market day.
4. Vendors may not make any alterations to the building such as drilling, nailing, painting, etc., nor may tape be used to affix signage or other items to any part of the building.

6. Vendors must grow or craft at least 51 percent of any merchandise sold. The remaining 49 percent must be grown or crafted regionally, unless not in season, not available or not grown regionally.
7. All vendors are subject to having their premises (farm, workshop, kitchen, etc.) inspected by Cooperative Extension staff to verify compliance with the requirement that at least 51% of their product is raised/produced by the vendor.
8. Vendors must clearly display farm or business name and contact information.
9. Vendors must have prices clearly displayed for all items.
10. Vendor must be represented by someone at least 16 years of age. An exception is made for a direct family member (child or grandchild of the vendor) who is at least 12 years of age.
11. Vendor spaces will be assigned by the Market Manager. Space is considered occupied when both the vendor and the products are present. On any given market day, a maximum of four spaces are available for vendors selling primarily crafts, with additional spaces to be allocated based upon availability. A single vendor may rent a maximum of two spaces, unless excess empty spaces are available after all vendors for the day have been assigned spaces.
12. Regular market hours will be Wednesday and Saturday from 8:00 a.m. to 1:00 p.m., but may be adjusted due to holidays or other need. The doors will open at 7:00 a.m. for vendor setup with market opening at 8:00 a.m. Vendors are asked to clean and vacate their assigned space by 2 pm.
13. For products sold by weight, vendors will provide scales that have been inspected for accuracy by N.C. Department of Agriculture and Consumer Services, Standards Division. Per his/her discretion, the market manager may temporarily and briefly excuse a vendor from this requirement.
14. Market manager and all relevant staff will not accept personal gifts from vendors, nor attempt to influence product pricing.
15. The market manager may ask vendors or customers to leave the market building and grounds, if he determines they are disruptive to the atmosphere or mission of the market. The market manager will also be able to answer all other questions and concerns.
16. Items approved for sale at the Vance County Regional Farmers Market are:
  - a. Fresh and dehydrated vegetables, fruits, herbs, and nuts. For dehydrated items, a commercial grade food dehydrator must be used.
  - b. Flowers, (fresh or dried), potted plants, trees. Nursery items must come from an NCDACS inspected nursery.

- c. Farm-raised meat, farm-raised dairy and seafood (must comply with all USDA and NCDACS requirements).
  - d. Baked goods (must be wrapped and not frozen), jam and/or jelly prepared by the vendor. These items must be produced in a kitchen that has been inspected by NCDACS, and must be labeled with vendor's name and ingredients.
  - e. Preserved foods such as jams and jellies. Vendors selling high acid or acidified foods (canned pickles, tomato products, etc.) must be certified through the NCSU Acidified Foods School (evidence of certification to be provided prior to selling). All NCDACS rules concerning Acidified food shall be followed. These food items must be labeled with the vendor's name and its ingredients. These items must be produced in a kitchen that has been inspected by NCDACS. Low acid canned foods may NOT be sold (e.g. green beans, corn, peas, carrots, etc.).
  - f. Honey
  - g. Eggs (must be maintained to 45 degrees or less).
  - h. Craft items that were made by vendor. Quality handmade craft items may be sold at the market, only with prior approval by the Farmers Market Manager or Cooperative Extension.
  - i. Wine that is produced by the vendor (NO resale permitted and no tasting or sampling allowed). Vendor must obtain appropriate permits (e.g. ABC) and provide a copy to the Market Manager.
  - j. Food sold directly to customers from a food truck that meets all state and county guidelines. The Market will allow up to one food truck each sale day. In the event that more than one food truck vendor joins the Market, the Market Manager will develop an equitable rotation schedule/protocol.
17. An absentee farmer may designate another vendor to sell his/her agricultural products at the market. The absentee farmer must first sign and submit a Vendor Designation form. The "Designated Vendor" must be a current vendor at the market (i.e. he/she must produce or have evidence of the intent to produce sales within the same market year). Compliance will be estimated and determined by the market manager.
18. No pets other than service animals will be allowed at the market, by vendor or customer. An exception is to be made for 4-H events that are held on a non-market day.
19. Consumption of alcoholic beverages is not permitted on market premises.
20. Illegal discrimination of any kind by users of the facility will not be tolerated.

21. Vendors are responsible for complying with all local, state and federal laws and regulations related to their products and activities, whether mentioned specifically in these guidelines or not.
22. The Market Manager has the authority to require a vendor to cease any activity that is deemed unsafe, or in contradiction to the established rules and policies and may terminate the vendor's license with no right to a refund or portion thereof.
23. All vendors are encouraged to attend a Farmers Market Good Practices seminar, which will be offered by the Vance County Cooperative Extension Center at least once each year.
24. Neither Vance County nor its employees accept responsibility for any vendor loss (money, product, equipment, etc.) due to theft, vandalism, fire, or any other cause and it is highly recommended that each vendor address these issues, as they deem appropriate and necessary.
25. Vendors assume all liability arising from the sale or use of their products, display tables, equipment and other items that are sold or used on the property of the Farmers Market and hereby agree to indemnify and hold Vance County, its officials, officers, agents and employees harmless from any and all liability, claims, loss, cost, damage or expenses (including the cost and expense of defending any claim) arising or alleged to arise out of the vendor's actions, sale or use of its products or property at the Farmers Market.
26. Vendors are strongly encouraged to obtain liability insurance to cover all aspects of their activities at the Market.

The following NCDA&CS contact information is provided for vendors of the market (numbers are subject to change without notice).

|                                |                              |
|--------------------------------|------------------------------|
| Dairy, meat, fish, and poultry | 919-733-7366                 |
| Scale inspections              | 919-608-6072 or 919-218-6072 |
| Honey inspections              | 919-218-3310                 |
| Egg law information            | 919-733-7576                 |
| Kitchen inspections            | 984-236-4820                 |