



2023 Vendor Guidelines & Application

I. GENERAL RULES:

A. Vendor Requirements: All products sold must be grown or produced by the vendor. "Vendor" shall be defined as the producer of goods sold and shall include the spouse, siblings, children, parents and employees of the applicant who assist in the cultivation of the same property listed in the application under the "name of the farm/production facility."

Farmers may sell limited amounts of products from neighboring farms (within 100 miles of the market location) on a temporary basis at the discretion of the Main Street Director and/or Farmer's Market Committee. A list of products and the name of neighboring farms will need to be submitted to the Main Street Director before products are sold at the market.

Produce resellers will not be permitted to sell at the market. No items sold at the market may be bought commercially, rebranded or resold.

Only those items listed on a vendor's application may be sold. If a vendor wishes to add an item, approval from the Main Street Director and/or staff must be issued prior to offering that item for sale.

To ensure a good diversity of products, the committee may find it necessary to limit participation of vendors who sell like items. However, no vendor is guaranteed of being the sole purveyor of an item.

All vendors must have a copy of necessary licenses and certifications for regulated products, as required by the Georgia Department of Agriculture at their booth during each market day they are present. A copy of any necessary licenses and certifications will also need to be submitted with their vendor application. Any signs, whether regulatory or promotional, must be tasteful and consistent with the standards set forth by the Farmer's Market Committee.

Only vendors who have paid the application fee and/or purchased a Market Season Pass will be allowed to sell at Lenny's Farmers Market. All vendors must have a current application on file, including a copy of all required license(s) at the City of Americus Main Street Office.

Vendors looking to purchase a One-Day pass to the market must purchase their spot at the market in advance. No vendor looking to set up at the market for one day will be allowed to setup unless a completed and approved application has been submitted to the City of Americus Main Street Office.

Vendors are not allowed to share with customers when they will/will not be at the market as this can discourage shoppers from participating in the market.

B. Permitted Items for Sale: Items allowed for sale shall include raw vegetables and fruits; edible plants; candled eggs; honey; shelled peas and beans; washed and unwashed, bagged vegetables; nuts; garlic; spices; grains; herbs; bedding plants; hanging plants; cakes; licensed pet milk; USDA-approved meat (pork, beef, lamb, etc.); homemade, refrigerated salsa; etc. Handmade arts & crafts items, hand & body scrubs, baked goods, Appropriate labeling and marking of ingredients, as required by the Georgia Department of Agriculture is required, as appropriate. Vendors are only permitted to sell the items that the Main Street Director and/or staff has approved for sale.

C. Health regulations & Labeling Requirements: All vendors participating in the Lenny's Farmers' Market must comply and abide by the laws and regulations outlined by the Georgia Department of Agriculture.

All baked goods and processed food products must be labeled in compliance with all applicable federal and state regulations and must include: The common name of the food, net weight, a list of all ingredients used in production; name, address and contact information of the person who made the product, and any allergen information.

No food shall be allowed to be cooked on site during market hours. All food must be processed and served according to Georgia Department of Agriculture guidelines.

D. Hold Harmless Clause and Insurance: All authorized vendors participating at Lenny's Farmers' Market shall be individually responsible to the City of Americus Main Street Program (the fiscal agent) for any loss, personal injury, deaths, and / or any other damage that may occur as a result of the vendors' negligence or that of its servants, agents, and employees, and all vendors hereby agree to indemnify and save the City of Americus Main Street harmless from any loss, cost, damages, and other expenses, including attorneys' fees, suffered or incurred by the City of Americus Main Street Office by reason of the vendors' negligence or that of its servants, agents and employees; provided that the vendors shall not be responsible nor required to indemnify the City of Americus Main Street for negligence, its servants, agents and employees. Because no insurance is provided to participants in the Lenny's Farmers' Market, each vendor must carry his / her own product liability insurance and must be prepared to present it in the market.

E. Market Location: Lenny's Farmers' Market will operate at 110 North Hampton Street in Americus, GA. The designation and allocation of vending spaces shall be the responsibility of the Main Street Director and/or staff.

F. Space Assignment: Booth preference will be given to those vendors who purchase a Market Season Pass at the beginning of the season. Booth space will be assigned by the Main Street Director and/or staff. Once booth space is assigned, it will be dedicated to the vendor for the entire season.

G. Time for Set-up & Hours of Operation: The set-up of the market may begin according to the following schedule 30 minutes prior to the open of each market day.

Hours of operation for the 2023 season:

May-November 2023

****Pending produce availability****

Saturdays from 8:00am-12:00pm.

H. Clean up: All vendors shall clean up their areas at the end of each market. All vendors shall load up their vehicles and shall be clear of the parking lot within 30 minutes of closing. Vendors shall be responsible for the cleanliness of their selling areas. All vendors agree to keep the market area free of any debris generated by the market activity. Vendors shall not use public trash receptacles for disposal of produce boxes and unsold produce.

I. Permits: Vendors are required to attain necessary licenses and certification for regulated products, as required by the Georgia Department of Agriculture. See attached list for licensing and certification for products.

J. Miscellaneous: No firearms. No alcoholic beverages. No drugs. No pets, with the exception of health-related, Service Dogs.

II. VIOLATIONS:

A. Any complaint against any vendor regarding the origination of their produce or goods, or any other matter, must be directed to the attention of the City of Americus Main Street Director and/or staff. Complaint resolution of matters of this nature is the responsibility of the Main Street Director. Together they shall determine, in their sole discretion, what type of investigation, if any, shall be conducted in response to written complaints; whether or not the written complaints shall be provided to the vendor against whom the complaint is directed; what type of response (written and oral) a vendor against whom a complaint is made shall be entitled to make; and, the time frame in which such a response shall be made.

B. When the Main Street Director determines, in his/her sole discretion, that a vendor has violated any provision that undermines the smooth operations of the Market, a vendor may receive the following penalties:

- Not showing up: Defined as not notifying the City of Americus Main Street Office (at least 24 hours prior to Market) that vendors are not coming to Market. The Market allows for acts of God (flat tire, equipment failure, weather, etc.). In those cases, the Main Street Director can be reached at 229-938-5307.
- Selling produce not grown by the vendor.
- Non-payment of application and/or vendor fee.
- Littering, damaging property and/or violating any guidelines set forth by the City of Americus Main Street Office.

Violations are issued citations in the following manner:

- First violation: vendor receives written notification.
- Second violation: vendor can stay for that Market day but will lose the right to sell the following week;
- Third violation: vendor can stay for that Market day but then permit will be revoked.

If in violation of market rules and permission is revoked, no fees paid for participation will be returned to the vendor.

C. The Americus Main Street Office reserves the right to cancel the approval of any vendor's application at any time if and when the Authority finds said vendor in violation of any of the aforementioned guidelines and eligibility requirements.

III. SCHEDULE:

The Market needs a stable group of farmers to sell each and every week. As a result, the Market has devised a cancellation policy, provided below:

Vendors must notify Main Street Director and/or staff at least 24 hours before market to be eligible to return to the Market.

The City of Americus Main Street Office reserves the right to close the market during the season due to facility rental, as appropriate. The Main Street Director will notify all participating vendors prior to announcing the closing of the market.

IV. MODIFICATIONS:

The City of Americus Main Street Program and Farmer's Market Committee reserves the right to revise the Lenny's Farmers' Market Rules and Regulations at any time as they deem appropriate.

V. VENDOR PAYMENT:

The Farmers' Market Committee has determined the following fee schedule for vendors at the Lenny's Farmers' Market:

- Booth space for each vendor is \$10 per week (Saturday from 8am-12pm) that you participate.
- **A Market Season Pass is available for purchase at \$60 per season for booth space. This pass covers the vendor for the duration of the 2023 market season and allows for reserved booth space for the season.**
- Any vendors refusing to pay will not be eligible to continue to sell at Lenny's Farmers' Market. Vendor fees are in place to help offset the costs of electricity, water, landscaping and other improvements to the Market area, such as signage, promotional materials, and advertising.
- **Checks should be made payable to the City of Americus.** Write Lenny's Market in the memo section of the check. Payment, along with the application and any licensing or certifications, will need to be submitted to the Main Street Office, 101 West Lamar Street, Americus, GA, prior to first market date.

***Submit Farmer's Market Application page 4, be sure to attach a copy of all necessary Licenses and documents.**

***City of Americus Main Street Office (Located on the 1st floor of City Hall)
101 West Lamar Street
Americus, Georgia 31709***

2023 Vendor Information & Application



Name(s): _____

Farm or Business Name: _____

Mailing Address: _____

City, State, Zip Code: _____

Phone Number: _____ Alt. Phone Number: _____

Farm or Business Address (if different from above): _____

**Please include directions to your farm or business so the Main Street Director, staff and/or market committee members may visit.*

City, State, Zip Code: _____

E-mail Address: _____

Please circle what items you will bring to the market

Fresh Produce

Breads, Pies, Cakes Cookies

Jams and Jellies

Honey

Cut flowers, herbs, dried flowers

Eggs

Organic products

Dairy Products

Low Acid/Acidified Foods (Canned Vegetables, pickles, salsa, etc.)

Meats, Poultry, Fish and Seafood

Live Plants

Handmade crafts, clothing and wood working items

Homemade candles, soap, scrubs, etc.

Please list other items if not listed above _____

Hold Harmless Clause

All vendors agree to indemnify and hold harmless Lenny's Farmer's Market, the City of Americus and Americus Main Street of the City of Americus, and the City of Americus and their officers, employees and volunteers from and against all loss, liability, claims, demands, costs, and other expenses, including attorney's fees of enforcing this Hold Harmless Clause, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss, or damage to the extent caused by negligent or intentional act, omission, or error of vendor, or any officer, employee, volunteer, representative or agent of vendor.

Initial below:

____ I acknowledge that I have read and understand the above Hold Harmless Clause.

____ I acknowledge that I have read and understand the Lenny's Farmer's Market Policies and agree to abide by those policies.

Signature _____ Date _____