



2021 Amicalola Regional Farmers Market

Rules of Operation

BACKGROUND: The Amicalola Regional Farmers Market (herein known as the “Market”) intends to promote and encourage the development of local small-scale agriculture and to provide and administer a seasonal marketplace for local producers of agricultural products and handmade arts and crafts.

VENDORS: Eligible vendors (herein known as the “Vendor”) shall be local farmers or gardeners, processors of agricultural commodities, artists, or handcrafters who have produced items for sale. Vendors must reside and produce items they sell in a county contiguous with Dawson County (Dawson County, Cherokee County, Lumpkin County, Pickens County, Forsyth County, Fannin County, Gilmer County, Hall County). Vendors from outside this defined area will be considered on a case by case basis. Local vendors will always take priority. Those selling must be the original producers, family members of producers, or employees of producers of all items being sold.

Food Processors are responsible for meeting any and all county, state, and federal requirements. For more information, please call the Georgia Department of Agriculture at 1-800-282-5852 and the Dawson County Health Department at (706)265-2611.

Recognized civic groups are welcome to participate and may resell **agriculture-related** items for fundraising purposes, pending the approval of the **Amicalola Farmers Market Committee/Manager**.

PRODUCTS: The Market’s goal is to have a diverse product selection during all days/hours of operation. The following products are allowed:

- **Raw Agriculture Products:** Includes fruits, vegetables, grains, herbs, flowers, bedding plants and potted plants.
- **Value-added Agriculture Products:** This category includes products made of agricultural commodities that have been processed. Examples are jams, jellies, sauces, oils, vinegars, baked goods, molasses, ciders, candles and picked-out nuts.
- **Arts and Crafts and Non-Agriculture Products:** Includes arts and crafts, handmade soap, handcrafted furniture, pottery, quilted products, and jewelry.
- **Meat and Other Animal Products:** Includes meats, poultry, milk, cheese, eggs, honey, wool, leather, and other products derived from animals.

Vendor **MUST** provide specifics on where their products originated. If there are items in question (such as out of season produce being sold) the vendor will be expected to provide proof of where this item was grown. Product approval is to be made by the Market Manager.

Resellers: The Market **DOES NOT** allow reselling of products. A reseller is not a farmer, but is a second party salesperson, selling only fruits and vegetables or other items produced by another business. If products are not available locally, the committee will make arrangements to have Georgia grown products available that are a positive addition to the market.

Fees: The Market intends to operate the 2021 season at zero cost to vendors.

General requirements to participate:

In order to operate at the Amicalola Regional Farmers Market a vendor MUST: Complete the *Amicalola Regional Farmers Market Application, Release, and Indemnification Agreement* and be approved as an eligible Vendor by the Market Manager.

General Guidelines:

1. Name, farm location, and phone number should be displayed at all times.
2. Vendors are responsible for their own taxes (including sales tax), necessary permits, inspections (food, agricultural & nursery plants), and license liabilities. Such inspections and certifications must be available onsite upon request.
3. An attractive display of items for sale should be presented. All décor should remain within the vendor's allotted area and no display or décor should impede foot traffic or become a nuisance, harmful or a hazard.
4. All products should be sold from the vendors assigned location.
5. Vendors should be committed to staying during the entire approved hours of operation. If you sell out of a product or need to leave for special circumstances, please notify the Market Manager. Vendors are required to arrive 30 minutes before opening and should have their area empty and clean within 30 minutes after closing.
6. Vendors MUST clean up their area before leaving. Waste and trimmings may be placed in trash receptacles. Containers such as large boxes and crates must be taken with you off site at the end of the day.
7. The Market reserves the right to prohibit anyone from selling and/or refuse any product from being sold.
8. The Market does not guarantee the marketability of the vendors' goods or the success of the vendors' efforts.
9. Each vendor operates as an individual entity and is responsible for setting and displaying his/her own prices, providing change, bags and having a scale and any other items required to do business. Vendors selling product by weight must use a scale certified annually by the Georgia Department of Agriculture.
10. Vendors MUST have all certifications and inspections on site at all times. Such documentation can be requested by the Market Manager without warning.
11. The Market reserves the right to cancel the market due to severe weather conditions, or conditions that threaten public safety. However, the intent is that the Amicalola Regional Farmers Market will be open rain or shine.
12. Each vendor must allow the Market Manager to conduct on-farm/business visits as deemed necessary.
13. All vendors are expected to conduct themselves in a courteous manner in dealing with customers and other vendors. No "hawking" of products, distraction of customers from another vendor's booth, or disparaging remarks about another vendor's goods will be tolerated.
14. No political activity of any kind by any vendor or participant of the market.
15. No smoking, vaping, or use of any type of tobacco permitted.
16. No use of alcohol or drugs near the Market is tolerated.
17. No pets (customer or vendor) are allowed at the Amicalola Farmers Market with the exception of service animals.
18. Failure to comply with any of the above Amicalola Regional Farmers Market guidelines and requirements, or any state, local or federal regulations, may result in forfeiture of vendor fees paid and forfeiture of the vendor's privilege to operate in the Amicalola Regional Farmers Market.
19. It is the responsibility of the Vendor to provide all applicable insurance related, needed and required by the State of Georgia.
20. The Amicalola Regional Farmers Market Manager has the authority and final say on any Farmers Market related issue.

21. Vendors commit to inform the agriculture committee if they plan on attending that week's market and what items they will be selling.

Amicalola Regional Farmers Market Application, Release, and Indemnification Agreement

Return to the Market Manager Clark MacAllister at clarkmac@uga.edu, fax (706) 265-8199 or in person at the Dawson County UGA Extension Office located at 298 Academy Avenue, Dawsonville, Georgia. Questions call (706) 265-2442.

Farm or Business Name: _____

Name(s) of owners: _____

Mailing Address: _____

Daytime Phone: _____

Cell Phone/Alt: _____

E-mail address: _____

Address of production location (if different from above): _____

List and attach copies of any permits or certifications (Organic, GA Grown, or other):

Proposed items for sale: (Please attach complete list of products, season available, and where grown):

Processors & Prepared Foods – List what/where processed:

Forms of payment I accept (please check all that apply): ☐ cash ☐ check ☐ credit card

Photographs/Video/Logos

By operation at the Amicalola Regional Farmers Market, I consent to the Market's right to photograph or video my person or any of my employees or displays for the use of advertising or promotion of the Amicalola Regional Farmers Market. All images will become the property of the Market. Initial here _____

Amicalola Regional Farmers Market logos and images may not be used for any purpose without the written consent of the Amicalola Regional Agricultural Association (a subsidiary of the Dawson County Chamber of Commerce).

Non-Collusion: By operation at the Amicalola Regional Farmers Market, I agree to not collude, attempt to defraud or price fix any goods sold at the Amicalola Regional Farmers Market with any vendors, producers or any other entity. Initial here _____

Release

In consideration for being permitted to use the facilities of the Amicalola Regional Farmers Market at Dawsonville City Hall Farmers Market Pavilion, _____
(insert name of farmer/business seeking permission to sell at Amicalola Regional Farmers Market – hereinafter “Vendor”) agrees to indemnify and hold harmless the City of Dawsonville and the Amicalola Regional Farmers Market (a subsidiary of the Dawson County Chamber of Commerce) and its officers, employees, and insurers, from and against all liability, claims, and demands, which are incurred, made or brought by any person or entity, on account of damage, loss or injury, including without limitation claims arising from property loss or damage, bodily injury, personal injury, sickness, disease, death, or any other loss of any kinds whatsoever, which arise out of or are in any manner connected with the use of the Amicalola Regional Farmers Market, whether any such liability, claims, and demands result from the act, omission, negligence, or other fault on the part of the Amicalola Regional Farmers Market and City of Dawsonville or their officers, or its employees, or from any other cause whatsoever.

The vendor also acknowledges that the Market does not inspect, or approve, or agree that any goods are fit for any particular purpose, it only provides a dedicated venue.

In addition, in consideration for being permitted to operate in the Amicalola Regional Farmers Market, vendor, on behalf of itself, and its officers, employees, members, and invitees, hereby expressly exempts and releases the Amicalola Regional Farmers Market, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from property loss or damage, bodily injury, personal injury, sickness, disease, or death that the farmer may incur as a result of such use, whether any such liability, claims, and demands, result from the act, omission, negligence, or other fault on the part of the Market, its officers, or its employees, or from any other cause whatsoever.

In addition, by signing below, the vendor acknowledges receipt of the market rules of operation and agrees to abide by all rules including respecting the final authority of the Market Manager.

Items approved for sale: _____

Business Name

Vendor Printed Name

Vendor Signature

Date Submitted

Amicalola Regional Farmers Market Signature

Vendor name

Date Approved

Date Approved