



2020 La Plata Farmers Market – Special Instructions (07/24/2020)

The COVID-19 response has forced us to alter our operations significantly this season. This is complicated by periodic unannounced changes to operating restrictions that force the Market to adjust operations accordingly. The Market Rules and operations, therefore, must be continuously reviewed and adjusted.

As of 07/24/2020, the following alterations are in effect:

- **Vendor Participation Fee:** \$30; vendors must still be approved in accordance with Market Rules
- **Operating hours:** 9 am -2 pm
- **Attendance:**
 - All Vendors
 - Attendance requirements are waived until further notice
 - Vendors may attend Wednesday and/or Saturday, space permitting
 - Vendor vehicles must be moved out of the market area no later than 8:45
 - Vendors must remain on site until closing.
 - Food Trucks:
 - Must be on site no later than 10.
 - No more than 5/Saturday, 2/Wednesday
- **Health & Hygiene:**
 - A copy of any license or permit required for the sale of any product must be attached to the Farmers Market Permit Application.
 - All vendors, employees, and staff are required to wear protective masks when interacting with the public and observe appropriate social distancing in their work area.
 - Vendors must provide and prominently display CDC-compliant hygiene supplies and equipment, adhere to CDC guidelines on health and hygiene and ensure the same for their employees
 - Vendors will arrange displays to allow customers visual, but not physical, contact with products until delivery
 - Vendors will employ contactless payment and delivery methods
 - Vendors will mark pavement by non-permanent means such as tape or chalk to direct customer lines and social distancing
 - Vendors will help enforce safety and hygiene requirements, including handwashing, surface sanitizing, face coverings, and social distancing, or face expulsion from the Market.
 - All vendors must sign and submit the “Assumption of the Risk and Waiver of Liability – COVID-19” waiver and require all employees to sign. COVID-19 waivers must be

submitted with the Vendor Permit Application; employee waivers may be submitted the first time the employee comes to market.

- **Sampling:** There will be no product sampling until further notice.
- **Other Permits:** Permit applications for daily vendors and no-fee permits for registered, verifiable non-profits are now being accepted. Organizations that meet the criteria in the Market Rules will be allowed one no-fee permit on a Wednesday and one on a Saturday for the duration of the market season.

Other alterations to Market Rules will be addressed on a case-by-case basis as they are identified and as conditions warrant.

Kelly Phipps
Market Manager
Town of La Plata
Phone: (301) 966-7473
E-mail | LPFMManager@gmail.com



Welcome to the 2020 La Plata Farmers Market!

Thank you for your interest in participating as a quality merchant in the 2020 La Plata Farmers Market. The purpose of our market is to provide our residents with fresh, locally grown produce, homemade baked goods, and handmade craft items in a friendly environment. We hope to encourage shoppers to stop by our local businesses while they're visiting the market and vice versa. At the same time, we want to provide a friendly and fair place for local farmers, bakers, and crafters to sell their products.

Our market is open each Wednesday, from 8:00 am to 3:00 pm, and Saturday, 8:00 am to 2:00 pm, April through November. The market is located on Talbot Street, La Plata, next to the Charles County Courthouse.

There are two types of seasonal permits available: one for a Saturday space, and one for a Wednesday space. Assigned spaces will be given for those vendors who have a seasonal permit. Daily vendors should check with the Market Manager for availability at least one week in advance. A copy of the Town of La Plata Farmers Market Rules is included in this packet; please read through them before submitting your application. Instructions for application and fee submissions are outlined in the Market Rules.

For more information regarding Maryland Farmer's Markets and cottage food regulations, please see the La Plata Farmers Market website at www.townoflaplata.org/farmersmarket. You can also follow market events and happenings via Facebook at www.facebook.com/LaPlataFarmersMarket.

If you have questions about permit status please contact Jeanine Harrington, Director of Planning via email at jharrington@townoflaplata.org or phone at (301) 934-8421 Ext. 1510. For questions regarding vendor spaces contact Kelly Phipps via email or phone as listed below.

Together we can help our Farmers Market thrive!

Kelly Phipps
Market Manager
Town of La Plata
Phone: (301) 966-7473
E-mail | lpfmmanager@gmail.com



2020 La Plata Farmers Market Rules

GENERAL INFORMATION

Mission Statement: To provide a marketplace dedicated to the sale of local and regional agricultural products, home-baked foods, and handcrafted items; to promote and support the region's agricultural heritage and independent small businesses; and to establishing a foundation for building partnerships among farmers, agriculturalists, consumers, and the business community.

Intent: The rules are intended to be fair and in the best interests of all who participate in the La Plata Farmers Market. The Market Manager may, at any time, modify or add to these rules to better serve those interests.

Market Administration: The La Plata Farmers Market is administered by the Town of La Plata. The day-to-day operations of the market are overseen by the Market Manager, who is appointed by the Town of La Plata. Vendor applications, disputes, and disciplinary issues are reviewed by the Market Committee and, when applicable, by the Town's Planning Department and/or the Town's Chief Executive Officer or their designee.

Season: The Farmers Market will operate on a set "season" from the first Saturday in April through the Saturday immediately following Thanksgiving.

Hours of Operation: The Market will operate from 8:00 a.m. to 3:00 p.m. on Wednesdays and 8:00 a.m. to 2:00 p.m. on Saturdays. The Market is held in the parking lots of the Charles County Courthouse. See the map attached to the Vendor Application for more information.

Vendor Application Approval and Renewal: All permits must be submitted at least one week prior to the date of the market you wish to attend. Applications must be approved by the Market Committee (for seasonal permits) or the Market Manager (for daily permits) and the Town's Planning Department. Submitting an application for a vendor permit does not guarantee approval as a vendor or that space is available on the date(s) requested. All vendor applicants must meet "Allowable Products" guidelines and be in good standing with the Town of La Plata. See "Vendor Permit Types" for more details.

Vendor Fees: Vendor fees will be accepted only after approval of the Vendor Permit Application by the Town's Planning Department. Once approved, the vendor may pay in cash or via check or money order made out to "Town of La Plata."

Town Code: All vendors must comply with the provisions of the La Plata Town Code. The La Plata Farmers Market is governed by Chapter 98 of the La Plata Town Code, "Farmers Market."

Smoking: In accordance with Chapter 161, Article III, of the La Plata Town Code, smoking is not permitted at the Market.

Live Animals/Pets: In accordance with Chapter 98-7 of the La Plata Town Code, no live animals or pets are allowed within the Market. Service animals are allowed; however, owners with service animals posing a direct threat to health or safety or disrupting regular market business will be asked to remove their service animal from the Market. Owners are liable for any damage caused by their service animal.



Accidents/Injuries: Any accident or injury must be immediately reported to the Market Manager. Anyone who comes to participate in the Market, vendor or customer, comes at their own risk. The Market is not liable for injury to person or property. It is recommended that vendors acquire appropriate levels of general liability insurance and product liability insurance.

Stall Size & Assignment: A Vendor Stall consists of two (2) parking spaces; a Food Truck/Trailer Stall consists of four (4) parking spaces. All stalls are assigned by the Market Manager. Vendor displays will not extend past the white lines delineating the parking spaces. Vendors will be allowed no more than two (2) vendor stalls. Food trucks/trailers will be allowed no more than three (3) vendor stalls.

Generators: Out of consideration for other vendors and for visitors, generators required for vendor operations should be whisper soft or quiet. Vendors will ensure that 1) generators are located within the vendor's paid stall area; 2) generators are positioned so that generator noise is not projected into the market area; and 3) specific physical measures are installed to minimize generator noise. Vendors operating generators judged excessively loud by the Market Manager may be asked to remove the generator.

Vendor Signs: Vendors wishing to post signs must obtain approval and permits in accordance with Chapter 191, Article VII, of the La Plata Town Code ("Signs") and all relevant Ordinances.

Vendor Photo Release: Vendors shall permit photographs and video recording of their booths, employees, and agents by Town of La Plata staff or representatives. All photographs and video footage shall be the sole property of the Town of La Plata and may be used by the Town of La Plata in any manner or media without obligation to the vendor.

Music: Vendors may play personal audio devices for personal use only. Content must not be offensive to customers or other vendors. Volume should be kept at a level that is audible only within the vendor's space.

Weather: The Market is open rain or shine to allow vendors the greatest opportunity to conduct their business. The Market will be closed for business only in the event of severe weather that would make travel of vendors, employees, and customers hazardous. Under such circumstances, absences and early departures will be treated as an acceptable absence.



ALLOWABLE PRODUCTS

Produce: All products offered for sale must be primarily grown, produced, assembled, or created by the vendor or with direct vendor input from within 100 miles of the Market. In special cases where the product is unique to the Market, this may be waived by the Market Manager. In no case will any products be purchased outside of the vendor's personal farming or assembly interests and offered for re-sale except under the conditions listed below:

- a) No less than 75% of the vendor's products shall be grown, produced, assembled, or created by the vendor within a 100-mile radius of the Market.
- b) No more than 25% of the vendor's products shall be resale farm-related items and may be grown, produced, assembled, or created outside of the 100-mile radius of the Market, but must immediately originate from an existing farm or farm-type operation, verifiable by the Market Manager.
- c) Products not normally grown within the state of Maryland or within a 100-mile radius of the Market may not be sold at market unless they originate from an existing local or regional farm or farm-type operation, verifiable by the Market Manager.
- d) Products will be categorized and labeled as follows:
 - a. Products primarily grown, produced, assembled, or created by the vendor in Charles, St. Mary's, Calvert, Prince George's, or Anne Arundel counties shall be considered "local."
 - b. Products primarily grown, produced, assembled, or created by the vendor outside Charles, St. Mary's, Calvert, Prince George's, or Anne Arundel counties, but within a 100-mile radius of the Market, shall be considered "regional."
 - c. Products primarily grown, produced, assembled, or created by the vendor outside a 100-mile radius of the Market must be clearly labeled or advertised as "Not locally grown" or "Not locally produced" and must be labeled with the name and location of the last producer or the state where the product originated. Such products may not be prominently displayed in the vendor's stall.
 - d. Product labels must conform with COMAR 15.01.09, "Advertising Agricultural Products as Local or Locally Grown."

On-Farm Home Processing and Cottage Food: Home-baked and -processed foods are welcome so long as they adhere to local, state, and federal regulations. Refer to the Charles County Department of Health, Environmental Health Department, and Maryland Department of Health and Mental Hygiene for current guidance; see also COMAR 10.15.04.18 (for on-farm home processed foods) and COMAR 10.15.03.02 and 10.15.03.27 (for cottage food).

Eggs: Any vendor wishing to sell eggs at the Market must obtain their Maryland Egg Law Certification before any eggs may be sold. Refer to Maryland Department of Agriculture, Food Quality Assurance, for current guidance.

Mobile Food Vendors: Vendors selling food products served on site must adhere to applicable local, state, and federal regulations. Refer to the Charles County Department of Health for current guidance.

Alcohol Producers: Local alcohol producers must adhere to applicable local, state, and federal regulations regarding the sale and sampling of products. Refer to the Charles County Department of Health and the Maryland Department of Agriculture for current guidance.

Non-Food Items: Sale of flea-market/garage sale items is not allowed at the Market. Arts and crafts are permitted for sale at the Market if they are handmade, one-of-a-kind traditional crafts such as soap making, candle making, quilting, spinning, and weaving. Arts and Crafts are subject to review and approval by the Market Manager. Live plants and cut flowers are permitted for sale at the Market provided they were grown or arranged by the vendor.



VENDOR EXPECTATIONS

Conduct: Vendors are expected to conduct their business respectfully. Vendors will not engage in hostile or inflammatory speech or display aggressive behavior towards visitors, other vendors, or any other individuals associated with market operations.

Market Attendance: Any vendor who is absent from the Market three (3) times during any given season without first announcing these absences to the Market Manager shall void their market vendor permit and associated spaces. A total of seven (7) absences, regardless of if the Market Manager is notified, shall also result in a vendor losing their vendor permit and associated spaces.

Vendor Arrival/Departure: Vendors in stalls must be set up and ready to open by 8:00 a.m. At the Market Manager's discretion, assigned vendor spaces not occupied by the regular vendor by 9:00 a.m. may be reassigned to other vendors in attendance. Unless previously arranged in writing with the Market Manager, arrival after 9:00 a.m. will be treated as an unannounced absence. Food trucks/trailers must arrive no later than 10:00 a.m. Vehicles that are not required for operations may not enter the market area after 8:00 a.m. or before market closing, nor may such vehicles be parked inside the Market. All vendors are required to remain on site until market closing, and must depart the site within one hour of market closing.

Permits and Licensing: It is the responsibility of each vendor/producer to abide by all local, state, and federal regulations which govern the production, harvest, preparation, preservation, labeling, or safety of the product the vendor offers for sale at the Market. Vendors will prominently display permits, licenses, or other documentation required by law for the processing, storage, or sale of their products. Vendors without such permits will be subject to expulsion from the Market and may face penalties from governing agencies.

Trash Receptacles: All vendors who sell items that produce waste onsite by their customers shall have an appropriate trash receptacle at their spot that is removed at the end of each market day. Vendors who sell goods which produce waste may dispose of said waste in the Farmers Market designated dumpster. No vendor shall place produce or other items for sale in the trash receptacles within or nearby the market area.

Display of Products: Each vendor will be responsible for setting up, displaying and packaging their products, as well as protecting those products from the elements. Vendors must leave their selling area in a clean and orderly condition. All trash and unsold goods must be removed from the market area by the vendor.

Adherence to Market Rules: All vendors must complete an application for participation in the Market and must agree in writing that they and their employees will abide by Market rules or be subject to expulsion from the Market (see attached Vendor Application). Willful violation of the Market rules may subject a vendor to exclusion from further participation in the Market. All violations will be reviewed by the Market Committee.



VENDOR PERMIT TYPES

Seasonal Permits: Standard seasonal permit fees will be accepted after the first day in March with returning vendors given a two-week window prior to that to pay their permit fees and reserve their same spots from the previous season. Vendors wishing to apply for a new seasonal permit must attend in at least two consecutive market days as a daily vendor (Wednesday/Wednesday or Saturday/Saturday) prior to application; this requirement may be waived by the Market Committee on recommendation from the Market Manager. Seasonal vendor permit fees shall be collected from a vendor only after approval from the Market Committee. The seasonal dues shall be applicable for the season during which the vendor applies.

Vendor Permit Approval Criteria: All vendor applicants must meet “Allowable Products” guidelines and be in good standing with the Town of La Plata. The Market Manager will consult with the appropriate Vendor Representative for the product in question before approval of daily vendor permits. Prospective and returning seasonal vendor applications will also be evaluated by the Market Committee using the following criteria:

- Quality of product
- Existing product mix balance
- History of positive business practices
- Demonstrated excellent customer service skills

Daily Permits: If space in the Market permits, vendors may apply to attend the Market on a daily permit. Once approved, the vendor may pay the application fee. The Market Manager will assign a vendor space on a first-come, first-serve basis.

Non-Profit Groups and Community Organizations: Groups and organizations wishing to provide only information to the general public may participate in the Market by invitation of the Market Committee. Preference will be given to groups offering kid- and family-friendly activities. Such groups must complete a Vendor Permit application form but will not be required to pay a vendor fee. The group/organization is subject to the following restrictions:

- Must be part of a governmental agency, educational institution or extension service, or a registered 501(c)3 entity
- May not promote any specific political, religious, or otherwise partisan agenda
- May distribute literature and/or token promotional items for the registered organization only.
- May receive, but not solicit donations. Donations may also be accepted to cover the cost of activity supplies and materials.
- May not sell any product, nor conduct fundraising activities.
- May conduct activities with the sponsorship of a business or other commercial entity approved by the Market Committee, display one (1) promotional sign for that sponsor, not to exceed 18” x 24” in size, and distribute literature and/or token promotional items for the sponsoring business.

Sponsorship Opportunities: Businesses or other commercial entities who wish to sponsor events or activities at the Farmers Market may apply for consideration from the Market Committee. Such events or activities, and the businesses or commercial entities who sponsor them, must not conflict with the Market mission or operations. Preference will be given to groups wishing to sponsor kid- and family-friendly activities.



Permit #: _____

Date Issued: _____

Farmer's Market Application

Town of La Plata
 305 Queen Anne Street • P.O. Box 2268
 La Plata, MD 20646
 Main: 301-934-8421
 Planning: 301-934-8811
 Fax: 301-934-3965
www.townoflaplata.org

Contact Information

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE NUMBER: _____

EMAIL: _____

Exact location of land used for production: _____

If renting, give name and address of owner: _____

Permit Information

Type of Stall:	<input type="checkbox"/> Vendor	<input type="checkbox"/> Food Truck/Trailer
# of Stalls Required:	<i>A standard Vendor stall consists of two (2) parking spaces. A standard Food Truck/Trailer stall consists of four (4) parking spaces. See Market Rules for limitations.</i>	
Permit Type:	Wednesday Market <input type="checkbox"/> Seasonal <input type="checkbox"/> Daily	Saturday Market <input type="checkbox"/> Seasonal <input type="checkbox"/> Daily
Daily Permit Requested Date: _____		
Products for Sale: (Select all that apply)		
<input type="checkbox"/> Produce <input type="checkbox"/> Plants/Flowers <input type="checkbox"/> Meat/Seafood <input type="checkbox"/> Home Processed Foods	<input type="checkbox"/> Baked Goods <input type="checkbox"/> Cottage Foods <input type="checkbox"/> Dairy Products <input type="checkbox"/> Eggs	<input type="checkbox"/> Alcohol <input type="checkbox"/> Handicrafts/Art <input type="checkbox"/> Other: _____
Will you have a generator? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Do you require a permit from the Health Department? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If a permit is required by the Charles County Health Department a copy must be attached to the application</i>		

Authorization

I, *(print name)* _____, hereby agree to sell or offer for sale at the La Plata Farmers Market only such items as listed above, and/or such items as are approved by the Market Manager. As applicant, I acknowledge full responsibility for all activities conducted throughout the terms of this permit. Further, I hereby indemnify and agree to hold the Town of La Plata and Charles County harmless against and from, and shall reimburse the Town and/or County for, all liabilities, obligations, damages, fines, penalties, claims, demands, costs, charges, judgments, and expenses, including but not limited to reasonable attorney's fees, which shall be imposed upon, incurred, paid by, or asserted against the Town and/or County for:

- (a) Any negligence or tortious act on the part of the Applicant, or their agents and employees;
- (b) Any damage to person or property; or
- (c) Any failure on the part of the applicant to perform or comply with any of the terms or conditions contained in and required of the Town by this applicant and Town Code.

I acknowledge I have been given a copy of the Market Rules and Regulations and hereby submit to them and Town Ordinance for the privilege of using the facilities of the La Plata Farmers Market.

Signature of Applicant _____

Or Applicant's Legal Agent: _____

Extension Agent Certification _____ (out of County only)

For Office Use Only				
Payment Information		Approvals	Approved	Date
Permit Fee	\$ _____	Planning Department		
<i>Check # or Cash</i>	_____			
Treasurer: _____ Date: _____		Market Manager		

Vendor Assigned Space Number: To be completed by the Market Manager

Saturday Market: _____

Wednesday Market: _____

*The Market Manager may ask for a copy of your receipt as proof of permit.

Fees per Farmers Market Vendor Stall		
	Daily Rate	Seasonal Dues
Wednesday	\$10.00	\$75
Saturday	\$20.00	\$105



ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY – COVID-19

COVID-19, which has been declared a worldwide pandemic by the World Health Organization, is a highly contagious virus, and is believed to be spread mainly from person-to-person contact. As a result, federal, state, and local governments and health agencies have recommended social distancing, the wearing of facemasks, and have in many places prohibited or limited the congregation of groups of people.

I understand that the Town of La Plata has put into place protective measures in an effort to reduce the spread of COVID-19, but the Town cannot guarantee that I or my minor child(ren) will not be exposed to or become infected with COVID-19 while attending activities at Town facilities or at Town-sponsored events. Attendance at or participation in activities at Town facilities or at Town-sponsored events could increase my risk and my minor child(ren)'s risk of contracting COVID-19, and potentially spreading the disease to other individuals.

By signing this agreement, I acknowledge the highly contagious nature of COVID-19, and voluntarily assume the risk that my minor child(ren) and I may be exposed to or infected by COVID-19 while attending activities at Town facilities, or at Town-sponsored events, and that such exposure or infection may result in permanent injury, illness, permanent disability, and death. I understand and accept that the risk of becoming exposed to or infected by COVID-19 at Town facilities or at Town-sponsored events may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Town employees, elected and appointed officials, volunteers, agents, and activity or event participants and their families.

I voluntarily agree to assume all of the foregoing risks, and accept sole responsibility for any injury to my minor child(ren) or myself (including, but not limited to, permanent injury, illness, permanent disability, and death), as well as for any damage, loss, claim, liability, or expense, of any kind, that I or my minor child(ren) may experience or incur in connection with my minor child(ren)'s attendance at Town facilities or at Town-sponsored events ("Claims"). On my behalf, and on behalf of my minor child(ren), I hereby release, covenant not to sue, discharge, and hold harmless the Town, its employees, elected and appointed officials, volunteers, agents and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind, arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Town, its employees, elected and appointed officials, volunteers, agents, and representatives, whether a COVID-19 infection occurs before, during or after participation in activities at a Town facility or a Town-sponsored event.

I also understand and agree that the law of the State of Maryland will apply to this Assumption of Risk and Waiver of Liability.



**ASSUMPTION OF THE RISK AND
WAIVER OF LIABILITY – COVID 19**

IF YOU ARE A VENDOR/EMPLOYER

	Vendor/Employer's Initials
<ul style="list-style-type: none"> I understand that I am solely responsible for the conduct of my business in accordance with the guidelines outlined by the Center for Disease Control, to include but not limited to the provision and use of Personal Protective Equipment (PPE) for myself, my employees, and my staff. 	_____
<ul style="list-style-type: none"> I understand that willful negligence by myself or by my employees or staff to adhere to these guidelines will constitute a violation of Market Rules and may subject me to exclusion from further participation in the Market. 	_____

IF YOU ARE AN EMPLOYEE, STAFF, VOLUNTEER, OR OTHER PARTICIPANT IN THIS EVENT/ACTIVITY

	Employee's Initials
<ul style="list-style-type: none"> I understand that I am required to follow the guidelines outlined by my employer and the Center for Disease Control, to include but not limited to the use of Personal Protective Equipment (PPE). 	_____
<ul style="list-style-type: none"> I understand that willful negligence to adhere to these guidelines will constitute a violation of Market Rules and may subject me and my employer to exclusion from further participation in the Market. 	_____

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS WAIVER, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS AND THOSE OF MY MINOR CHILDREN CONCERNING LIABILITY AS DESCRIBED ABOVE:

Signature: _____ Date: _____

Name (Printed): _____

I am the parent or legal guardian of _____,
and I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Assumption of Risk and Waiver of Liability.

Signature: _____ Date: _____

Name (Printed): _____