

LYNCHBURG COMMUNITY MARKET

HISTORY & LOCATION

As one of the nation's oldest markets, beginning in 1783 in downtown Lynchburg, the Lynchburg Community Market (LCM) is housed in the historic Armory Building and its adjacent plaza at 1219 Main Street, the corner of 12th & Main Streets.

GOALS

The Lynchburg Community Market's goals are:

- To celebrate regional food traditions**
- To perpetuate Lynchburg's historic public market activity**
- To provide access to fresh, farm-grown food while supporting local area agriculture**
- To provide a public downtown gathering place, a "town square"**
- To help revitalize downtown Lynchburg**

In 1987 the Market expanded to a six-day a week interior market in addition to the traditional Saturday farmer's market. Farmers have been joined by craft vendors, by several popular mini-restaurants that serve breakfast and lunch in two food court areas and by vendors of fresh meat, Virginia products and gifts.

Highlight code:

Blue – general information

Yellow – especially for craft and arts vendors

Green – especially for farm and home goods

Pink – important general rules

Orange – Attention to specific rules

DEFINITIONS

FACILITY – Lynchburg Community Market, City Armory

- **Market Hall – The area located within the interior portion of the LCM, including inside table space**
- **Market Plaza – The area located outside the LCM including under the large shed; the area surrounding the fountain; outside table space and the parking lot**
- **Permanent Shops - Enclosed spaces located inside the Market Hall**
- **Mini-Restaurants - Enclosed spaces located inside the Market Hall**
- **Stalls –permanent outside and inside spaces located at the LCM that are approximately 10' X 10".**
- **Walk-In Cooler with Individual Bins – Available for the use of vendors for a limited amount of storage on a first-come, first-served basis for a fee.**

FRIENDS OF THE LCM – A non-profit, 501 (c) (3), volunteer organization started in 1987 whose charter is to:

- **Aid in the growth, development and improvement of the quality of services provided by the Market/Armory complex**
- **Enlist public, business, and governmental interest and support for the Market/Armory**
- **Promote Market/Armory services to both vendors and customers, and market activities and festivals.**
- **Anticipate and find the means to fulfill the needs of the Market/Armory as defined by City Administration.**

The “Friends of the Market” organization has no management authority for the operation of the LCM.

HANDCRAFTED – An article is considered to be handcrafted when:

- **The shaping and forming of the article from a variety of materials, its finishing and decoration are accomplished by hand-labor and manually controlled methods are used that permit the maker to control and transform the construction, shape, design and finishing of each major part of an individual product.**
- **The article is the original idea of a craftsman or a skillful rendering of a**

traditional or classic design.

- **Each item is hand-crafted by the craftsperson.**
- **The item displays craftsmanship, not just handiness.**
- **Ready-made parts or materials are used only if they are subordinate to the total design and craftsmanship of the article.**

Products not considered crafts include:

- **Mass produced or manufactured goods**
- **Second-hand goods**
- **Embellished items (e.g. decorated mass produced items)**

HOME GROWN: this category to define produce is not used at the LCM. The terms "Locally Grown", "Virginia Grown" or "Re-sell Produce" are used at the LCM.

HOMEMADE – This label applies to goods being sold at the LCM, usually baked or preserved goods made at the home of the vendor or under the direct supervision of the vendor. All food items in this category must meet the standards set by the VA Health Dept. and the VA Department of Agriculture and Consumer Services, including labeling, content and proper storage rules. Representatives of the VHD, the VDACS and the LCM reserve the right to inspect the premises where goods being sold at the LCM are being prepared. The failure of a Vendor to allow access or cooperate in the inspections will be grounds for the termination of the Vendor's lease to do business at the market.

LCM ADVISORY COMMITTEE – A committee formed to advise City staff on the management and future of the LCM and appointed by the Director of Parks & Recreation. The Committee consists of:

- **The Market Manager**
- **Business Services Manager, Parks and Recreation**
- **One member from the Friends of the Community Market association**
- **Two members from the Vendor group that is comprised of Farmers, Growers, Home-Made Food Preparers, Produce Re-Sellers**
- **One member from each of the following Vendor groups:**
 - **Mini-Restaurants**
 - **Craft Artisans**

- **Permanent Shops**

The Advisory Committee shall meet, at a minimum, once a quarter to advise City staff on issues of the LCM. The Advisory Committee will review policy, recommend and comment to City Administration on policy changes and overall management of the LCM. The LCM Advisory Committee has no management authority for the operation of the LCM.

LCM CRAFT Committee– A committee appointed, by the Director of Parks & Recreation, and consisting of the LCM Manager and at least two (2) individuals who are qualified to certify craft workmanship, originality, whether crafts appear to be handmade and appropriate for sale as “Artisan-Made Crafts” at the LCM. This committee will meet at least once a month for craft certification decisions for the LCM. The certification of a craft does not guarantee space to sell at the LCM, but will expedite leasing when space is available.

LCM SELECTION COMMITTEE: A committee comprised of the LCM Manager and two (2) qualified citizens, appointed by the Director of Parks and Recreation. The committee is charged to review applications for mini-restaurants and permanent shops. The committee makes recommendations to the Business Services Manager in leasing these spaces. Decisions of the Business Services Manager are final.

LCM VENDORS ASSOCIATION – A non-profit, 501(c) (3),* organization whose by-laws describe its purposes as:

- **To promote the sale of Virginia handmade and homegrown products direct to consumers**
- **To provide a means in which farmers and craft artisans who produce or make what they sell can meet regularly**
- **To provide services such as special events that benefit all Market members**

Membership is described as “open to vendors selling at the LCM and other persons who support the goals of the Vendors Association”. The LCM Vendors Association organization has no management authority for the operation of the LCM.

*** Non profit status is pending**

LOCALLY GROWN - Produce grown by the selling Farmer Vendor, within a 75-mile radius of the LCM. Vendors selling produce/products that are "Locally Grown" are encouraged to label their products as such.

REGULATORY DEPARTMENTS OF CONCERN AT THE LCM

- **Virginia Department of Environmental Health (VDH) – Regulates any food that is sold to the public at the LCM or elsewhere such as hamburgers, hot dogs, breakfast and lunch foods, etc. The booklet, "Commonwealth of Virginia, Board of Health, Food Regulations (12 VAC 5-421), contains all requirements that apply to the sale of food and is available for a small fee at the Lynchburg Health Dept., 1900 Thomson Dr., Lynchburg, VA 24501 (Near Lynchburg General Hospital).**
- **Virginia Department of Agriculture & Consumer Services (VDACS) – Regulates produce, products prepared in home kitchens and many other items that are sold at the LCM. Details are contained in a publication, "VDACS Food Safety Instruction Packet", that can be obtained by calling the VDACS office, (804) 786-3520, Richmond, VA or at (540) 857-7344, Roanoke, VA. Farmers may also apply to VDACS to establish their products as "Virginia Grown".**
- **Commissioner of Revenue Office – The Commissioner of Revenue Office, City Hall, 900 Church St., Lynchburg, VA 24504, issues and regulates licenses and permits for those who sell goods anywhere in the City of Lynchburg including the LCM.**
- **Treasurer's Office, City of Lynchburg – LCM Vendors at the LCM are responsible for knowing and abiding by all tax laws. Details are available at the Treasurer's office, City Hall; 900 Church St., Lynchburg, VA 24504.**

RE-SELLERS – A Re-Sell Vendor is defined as one whose principal operation consists of buying produce and/or goods from others and reselling it for profit (retail operation). Re-sellers at the LCM shall be strictly regulated as described below in "Operating Policies Specific to Each Vendor Group, Section A, Farmers/Growers/Producers of Homemade Goods and Produce Resellers"

VENDORS – There are four categories of Vendors or proprietors permitted to

sell at the LCM:

- **Farmers/Growers/Home-Made Food Preparers/Produce Resellers –** Farmers/Growers are defined as professional farmers, part-time farmers, and urban/suburban/rural growers, who bring agricultural produce and related products to the LCM to sell. Preparers of goods such as cakes, breads, herbs, jams, jellies are permitted at the LCM under this category. All of these Vendors must follow all guidelines and meet the requirements of the VDH and VDACS.
- **Craft Artisans -** Craft Artisan vendors are defined as those making handcrafted decorative and/or functional items to sell at the LCM that demonstrate quality of craftsmanship. Products must be homemade and/or handcrafted by the vendor. See “Handcrafted” definition and “Operating Policies Specific to Each Vendor Group, Section B, Crafts Artisans” for exact requirements.
- **Mini-Restaurants -** Mini-Restaurants are defined as those making and selling foods that are ready to eat either as takeaway or to eat at the LCM. Such items include, but are not limited to cooked vegetables and meats, baked goods, sandwiches, lunch and breakfast foods, salads, desserts, ice cream, coffee, sodas, and other non-alcoholic beverages. See “Operating Policies Specific to Each Vendor Group, Section C, Mini-Restaurants” for exact requirements.
- **Permanent Shops -** A few Permanent Shop spaces are available at the LCM. See “Operating Policies Specific to Each Vendor Group, Section D, Permanent Shops” for exact requirements.

VIRGINIA GROWN: A program administered by the Virginia Department of Agriculture and Consumer Services (VDACS). Vendors selling produce/products certified by the VDACS as “Virginia Grown” are encouraged to label their products as such.

LYNCHBURG COMMUNITY MARKET OPERATING HOURS

1. The official Market hours are as follows:

Mon.-Sat. - 7 AM – 2 PM for all vendors

Sun. and Government Holidays - Open for special events only

2. All Vendors will have access to the LCM at 5 AM, to unload/set up merchandise. No Vendor shall set up before 5 AM. All vendors must exit the facility no later than 4 PM or two hours after closing. Additional times for loading/unloading may be available upon request to the Market Manager.

3. The doors to the indoor Market facility will be unlocked at 6 AM to admit customers.

4. Vendors of all leased indoor spaces are required to operate and sell on Saturday. LCM Vendors shall have sufficient quantity and variety of merchandise to sell during these hours and the merchandise must be properly displayed.

5. Monthly Vendors of outside stalls are expected to operate and sell on Saturdays during the months of April – October.

6. Mini-restaurants and permanent shops are expected to be open for business a minimum of five (5) days a week, six (6) hours daily; one of those days must be Saturday.

7. Vendors of all leased spaces must post and adhere to their established operating hours.

8. The City may terminate the lease of any Vendor that is consistently absent.

9. Changes in the operating hours will be at the discretion of the Director of Parks and Recreation.

10. The LCM Manager will:

- **Schedule hours of operation**

- **Post hours in a prominent location at the LCM**
- **Advertise hours in local news media as appropriate**

GENERAL STATEMENT OF POLICIES THAT APPLY TO ALL LCM VENDORS

1. This statement of policy regarding the operation of the Lynchburg Community Market (LCM) and other use of the Armory building and Market plaza area rescinds all previous or conflicting rules and regulations regarding the operation of the Market. This policy is effective beginning May 1, 2007.

2. The LCM is to be used primarily as a market place for farm produce, home-made food goods, hand-made crafts of an artisan quality, fresh meat, and Virginia products and as a food court with mini-restaurants. Additionally, the Market plaza area may be used as a "town square" for *City-permitted special events. The use of the facility for other purposes shall in no way interfere with the normal operation of the LCM.

***Please refer to the City of Lynchburg web site:**

<http://lynchburgva.gov/Index.aspx?page=505> for information on Special Events Policies, including how to obtain a Special Events Permit.

3. Every vendor and all activities conducted at the LCM must comply with Federal, State and local laws.

4. It is the responsibility of all Vendors at the LCM to obtain and abide by all regulations of the Virginia Department of Environmental Health (VDH), the Virginia Department of Agriculture and Consumer Services (VDACS), and the Lynchburg Commission of Revenue and Treasurer's offices. Information packets and forms are available at:

- **VA Dept. of Health - www.vdh.virginia.gov, or in person at 1900 Thomson Dr., Lynchburg, VA 24501, hours-8:15 AM – 4:30 PM weekdays; (434) 947-6781**
- **VA Dept. of Agriculture and Consumer Services - www.vdacs.virginia.gov, Richmond, VA or by calling (804) 786-3520 and requesting a "Food Safety Instruction Packet".**
- **Lynchburg Commissioner of Revenue – <http://lynchburgva.gov>; City Hall, 900 Church St.; (434) 455-3870**
- **Lynchburg Treasurer's Office – <http://lynchburgva.gov>; City Hall, 900**

Church St., Lynchburg, VA 24504; (434) 455-4242.

5. If a Vendor grows what he or she sells at the LCM, they are not required to have a permit from the City of Lynchburg. All other vendors are required to have a permit issued by the City of Lynchburg. Permits and business licenses must be displayed in a visible location at all spaces.

6. Parties interested in selling at the LCM must complete and submit application for space in accordance with the "Application, Lease Agreements and Space Assignments" sections of this handbook.

7. Making application does not guarantee space at the LCM. Applications will be reviewed and spaces allocated in accordance with the "Application, Lease Agreement and Space Assignments" section of this handbook. Incomplete applications will not be considered. The City reserves the right to select vendors that best support the goals of the LCM and enhance the market mix.

8. Wholesaling and Reselling is strictly prohibited except as it applies to the reselling of produce and the leasing of permanent shops as defined in these policies.

9. LCM management has the sole authority to approve or disapprove any items to be sold at the LCM and reserves the right to refuse space to any vendor selling unsuitable merchandise.

10. Representatives of the VHD, VDACS, and the LCM Manager or his or her representative reserve the right to conduct a visit to a Vendor's workshop, farm, or kitchen to ensure the integrity of products being sold at the LCM. The failure of a Vendor to allow access or cooperate in the inspections will be grounds for the termination of the Vendor's lease to do business at the market.

11. The City may inspect leased stalls, Permanent Shops and Mini-Restaurants at anytime. Vendors may not change locks without approval from the LCM Manager. A key for each shop must be on file with the LCM Manager.

12. The City will not be liable for damage to or loss of any of the Vendor's

property, merchandise, equipment, or the property or equipment of any or its agents or employees which is brought onto the premises, regardless of how such damage or loss may occur, including any losses or damages caused by electrical or equipment failure, thefts, fire or by any other reason whatsoever. It is expressly agreed and understood that the Vendor, its agents and employees, in placing property, merchandise or equipment in and on the premises do so at their own risk.

13. Vendors are encouraged to create displays at LCM that are attractive; however, LCM management must first review and give written permission for all stall or shop space modification, including posted or hanging materials.

14. All Vendors (lessees) shall be held responsible for the actions of their employees, agents and persons working with the Vendor.

15. Smoking is prohibited inside the Market Hall, including all Permanent Shops and Mini-Restaurants. Smoking is prohibited within thirty (30) feet of Market Hall entrance doors and walkways.

16. Animals are not permitted at any time at the LCM, including the Market Hall and Market Plaza except for service animals.

17. Each Vendor or Proprietor is responsible for the cleaning and maintenance of his or her space, including the collection, removal and proper disposal of all refuse, grease and trash generated from his or her space.

18. Only clear liquids of a non-hazardous nature may be poured down the LCM drains.

19. No hazardous materials, substances, equipment or objects shall be brought onto the LCM premises that will endanger or create a safety hazard to life, limb or property. Items for sale must meet all safety standards as defined by the VDH and the VDACS.

20. The LCM works in full cooperation with the Virginia Department of Health (VDH) and the Virginia Department of Agriculture and Consumer Services

(VDACS).

21. It is the responsibility of the Vendor to contact the LCM Manager in the case of emergencies that prevent paying fees and/or complying with the terms of the lease and LCM policies. A request for special consideration must be made in writing from the Vendor to the LCM Manager. Each situation will be given due consideration.

22. Vendors are responsible for safeguarding their products, supplies and money. Such items should not be stored in the Market during non-business days. The City is not responsible for loss or theft.

23. The LCM office, telephones, copier and computers are for City staff use only.

24. Office staff may not accept payment for items sold at the LCM by vendors.

25. Fees and rents are collected as follows:

- **Vendors of Permanent Shops and Mini-Restaurants will be billed monthly by the City of Lynchburg, Department of Finance. Vendors are considered in default if rent is 30 days past due. Late payments will be subject to the City's standard interest and late penalty. The City may terminate a lease of any Vendor in default.**
- **All monthly stall Vendors shall pay rent to the LCM office by the last Saturday of the month for the next month. Rent is considered in default if not received by the first Saturday of every month. At time of default the LCM considers the lease terminated and will proceed with leasing the space.**
- **Daily Vendors must pay the daily fee to the LCM office prior to setting up in a designated stall space.**
- **No refunds will be given.**
- **The LCM is not responsible for lost or late payments sent through the mail or by third parties.**

26. The following policies serve to guide the maintenance and modification of spaces at the LCM:

- **Vendors of Permanent Shops and Mini-Restaurants shall be responsible for all furnishings, appliances and fixtures.**

- All changes and alterations to Permanent Shops, Mini-Restaurants and stalls must be approved, in writing, by the LCM Manager in advance of construction.
- All structural changes become the property of the City of Lynchburg upon termination of the lease.
- Electrical service is provided to inside stalls, Permanent Shops and Mini-Restaurants. The use is limited to the amperage provided.
- Alteration of the electrical service must be approved in writing by the LCM in advance of construction.
- Permanent Shops and Mini-Restaurants are rented in an "as is" condition. Any structural, plumbing, and /or electrical modifications are the responsibility of the Vendor and will be undertaken only after obtaining written permission of the LCM Manager. Modifications are at the expense of the Vendor, unless otherwise agreed upon in writing. The Vendor is required to obtain a City Building Permit prior to any modifications or construction of the spaces.
- Vendors may not use nails or other set-up materials which permanently damage stalls, Permanent Shops and Mini-Restaurants or create a safety hazard.
- Name signs are required of monthly inside stall vendors. The sign must be a maximum size of 36"X18" and hung in a location that does not impede customers or create a hazard. All signs must be approved in advance by the LCM Manager.

27. All sales must be made from the Vendor's stall or space. No sales will be permitted in the loading zone, common areas or aisles except under certain circumstances which must be approved in writing by the LCM Manager.

28. Failure to meet the terms of the lease, to comply with approved LCM policies, or to make payment of fees on time will be considered as just cause to immediately cancel any lease without prior notification.

29. When a space is vacated, for whatever reason, all items belonging to the Vendor must be removed from the space on or before the last day of the lease period. Any remaining items become the property of the City of Lynchburg and may be disposed of at the City's discretion.

30. When a space is vacated, for whatever reason, the Vendor must leave the space in the same or better condition than he/she found it.

31. Dollies are available for use by Vendors inside each of the LCM entrances on a first-come-first-served basis. Vendors should promptly return the dollies to the entrance for the convenience of other Vendors.

APPLICATION, LEASE AGREEMENTS & SPACE ASSIGNMENTS

The Lynchburg Community Market (LCM) facility is owned and operated by the City of Lynchburg. The LCM staff has the authority to establish leasing policies that facilitate development of a desired market mix to best serve the City and customers of the market

The primary objective of the desired market mix is to provide access to locally grown produce and agricultural products, home-made and locally produced food products and locally owned restaurants. The market also has a limited capacity to offer products produced from craft artisans.

1. A Vendor must make application, obtain written permission from LCM management in the form of a completed and signed agreement or lease and pay all applicable rent before occupying any stall or space and selling at the LCM.

2. Applications to vend at the LCM will only be considered and approved if the applicant is in good standing with the City of Lynchburg.

3. The following priorities will be considered in making decisions on leasing stalls and spaces:

- Farmers/Growers/Home-Made Food Preparers will be given priority for interior and exterior stall spaces and Permanent Shops. Vendors agreeing to establish and adhere to operating hours of three (3) or more days will be given priority for interior stall spaces. Farmers/Growers/Producers of "Locally Grown" and "Virginia Grown" produce or products will be given priority in stall rentals.**
- Locally owned and operated businesses will be given priority for the Permanent Shops and Mini-Restaurants. No franchises will be allowed to operate in the LCM.**
- Craft Artisans agreeing to establish and adhere to operating hours of three (3) or more days will be given priority over those operating less days.**
- Farmers/Growers/Home-Made Food Preparers will be given priority for the tailgate and front row stalls.**

4. The following types of spaces are available for rent:

- **Permanent spaces**
- **Mini-restaurants**
- **Interior stalls**
- **Outside stalls**
- **Walk-in cooler space**

5. Procedures for applying for a space at the LCM are as follows:

Permanent Shops and Mini-Restaurants:

- **Applications are only accepted for open spaces. Openings will be advertised with an established application time period. To be considered for the space the application must be received during the established application time period.**
- **The LCM Selection Committee will review all applications and make recommendations to the Business Services Manager, Parks and Recreation. The LCM Selection Committee may request an interview with the applicants as part of the selection process. If the applicant is a Craft Artisan the LCM Craft Jury will also participate in the selection process.**
- **The Business Services Manager will make all final decisions. His or her decisions are final.**
- **Leases for Permanent Shops and Mini-Restaurants are for one year.**
- **Application for Permanent Shops and Mini-Restaurants should be made using Attachment 3.**
- **Application does not guarantee a space.**

Interior and Outside Stalls:

- **Applications are accepted at the market office on an ongoing basis.**
- **Farmers/Growers/Home-Made Food Preparers/Produce Resellers should utilize Attachment 1 to submit an application and Craft Artisans should utilize Attachment 2 to submit an application.**
- **Application does not guarantee a space.**

Walk-In Cooler Space:

- **A large walk-in cooler for the use of Farmers/Growers/Home-Made Food Preparers/Produce Resellers, Mini-Restaurant and Permanent Shop proprietors for a limited amount of storage at the LCM is available on a**

first-come, first-served basis.

- **Vendors are limited to renting a maximum of three storage bins in the walk-in cooler.**
- **Leases are on a month by month basis.**
- **Application for cooler space should be made using Attachment 4.**
- **Application does not guarantee a space.**

6. All perspective Craft Artisan Vendors wishing to sell handcrafted items at the LCM, including, but not limited to textiles, jewelry, art, pottery or photography must, before offering goods for sale:

- **File the appropriate application with the LCM.**
- **At the time of application, the Craft Artisan must submit a sampling or photograph(s) of the items that will be sold at the Market.**
- **Submit an application with the LCM Manager agreeing to the following terms and conditions:**
 - **Crafts sold at the LCM will be evaluated before certification of a craft item will be given.**
 - **The Market Manager and the LCM Craft Committee will serve as the final decision-maker for certification.**
 - **The items for sale have been created by the vendor and that the vendor has read, and agrees to comply with, the guidelines for craft items.**
- **Receive and sign a lease agreement.**
- **Certification of a craft does not guarantee an immediate space for selling, but will expedite the renting of a space as it may become available.**

7. Mini-Restaurant Proprietors must in advance of sales:

- **File an application (Attachment 3) with the LCM Manager that specifies the nature of the food that the vendor wishes to sell. Applications will only be accepted when spaces are open and advertised.**
- **The LCM Selection Committee will review all applications and make recommendations to the LCM staff.**
- **The selection committee may request a sample of the proposed food or a sample menu during the interview process.**
- **Receive and sign a lease agreement.**
- **Obtain all licenses and pass all inspections required by law.**

8. Vendors who want to use stall space for one day must have completed an application form, signed a stall-vendor lease and been pre-approved by the LCM Manager. Vendors who may want to sell on a one-time or occasional daily basis should submit their application, and have their product approved in writing and on file at least two weeks in advance before the day of anticipated sales. Space for day vendors is not guaranteed. No walk-in Vendors are allowed at the LCM.

9. At 7:30 a.m. on any day that the Market is open, any unoccupied vendor stalls may be reassigned for that day to another approved Vendor by the LCM Manager, and will be subject to the same policies for regular Vendors and goods sold at the LCM. "No Shows" will be assessed the normal stall rental rate. Emergencies will be considered by the LCM.

10. Vendors who lease on a monthly basis shall have the first option to renew his/ her lease of a specific stall, but the LCM does not guarantee a vendor any given space.

11. Failure to meet the terms of the lease, to comply with approved LCM policies, or to make payment of fees on time will be considered as just cause to immediately cancel any lease without prior notification.

12. If a current Vendor is interested in leasing a different or additional Permanent Shop, Mini-Restaurant, stall or cooler space they must make application following the procedures stated in this handbook. Application does not guarantee space. Allowing Vendors to lease multiple spaces is the exception and not considered to be in the best interest of the market. Leases will be reviewed periodically. If it is judged to be in the best interest of the LCM to improve the market mix the City reserves the right to terminate a lease.

13. LCM Management will determine assignment of all Market stalls or spaces. LCM Management reserves the right to change space assignments, at any time, as deemed necessary for the general benefit of the market.

14. Sub-leasing and/or subletting of LCM spaces is not allowed. Vendors may form partnerships and cooperatives to lease space, but all vendors in the partnership or cooperative must be under written agreement with each other

and meet the terms and conditions of the lease with the City.

**OPERATING POLICIES
SPECIFIC TO EACH VENDOR GROUP**

**Section A. FARMERS/GROWERS/PRODUCERS OF HOMEMADE GOODS
AND RE-SELLERS OF PRODUCE**

These policies are intended to:

- Encourage the sale of "Locally Grown" and "Virginia Grown" produce and products
- Establish labeling and signage standards that clearly communicate to the consumer the source of the produce and products
- Provide advertising tools to Vendors to market "Locally Grown" and "Virginia Grown" produce and products

1. Selling space (stalls) at the LCM assigned for agriculture products on market days shall be strictly limited to growers residing in the Commonwealth of Virginia or adjoining states.

2. Only farm produce or products being sold at the LCM that are grown and/or produced within the borders of the Commonwealth of Virginia, and certified by the VDACS may be marked as "Virginia Grown". Additionally farm produce or products being sold at the LCM that are grown and/or produced within a 75-mile radius may be marked as "Locally Grown".

3. Pre-printed "Locally Grown" and "Virginia Grown" signs will be made available by the LCM Manager to Vendors who meet the requirements stated above. The LCM Manager reserves the right to verify by a farm visit that the information being posted by a Vendor is correct.

4. One hundred percent of produce sold by Farmer/Grower/Producers must be "Locally Grown " or "Virginia Grown" by the seller or marked otherwise as allowed under "Re-Sell Vendors". See #8, 9, and 10 below.

5. One hundred percent of goods sold by Producers of Homemade Goods must be homemade or produced by the Farmer/Producer or under his or her direct supervision.

6. Growers' products shall include, but not be limited to vegetables, fruits, seasonal plants/flowers, meats, poultry, seafood, dairy products (milk, eggs, cheese, cream, etc.). Vendors of home-made goods may sell items that are produced as byproducts of local farms such as honey, nuts, jams, jellies, pickles, etc., and baked goods, subject to passing standards of health and safety requirements of the VDH and VDACS. The food items offered must be produced, grown, gathered and processed by the Farmer/Grower/Producer or under his or her direct supervision.

7. Knowledge of and compliance with all VDH and VDACS regulations is the responsibility of the Vendor. The LCM must be given a copy of each current inspection report from the VHD and the VDACS that shows a passing grade by each vendor to which the VDH and VDACS rules apply. A current copy must be posted at the LCM Vendor space, as required, for each item brought to LCM for sale. See General Policies, #4 above for information on how to get a copy of these regulations from the VHD and the VDACS.

8. Only Re-seller Vendors as defined in the "DEFINITIONS" Section and further defined in Policies #10, and 11 shall be permitted to sell at the LCM. *Reminder: A re-seller is defined as one whose principal operation consists of buying produce and/or goods from others and reselling it for profit (retail operation).*

9. Re-sellers who sell farm produce or farm products at the LCM that have been brought in from other states or from wholesalers that do not meet the requirements of "Locally Grown" or "Virginia Grown", must clearly mark their items as "Re-sell Produce" and may not use "Locally Grown" or "Virginia Grown" or homegrown labels. "Re-sell Produce" preprinted signs will be made available to Vendors by the LCM Manager.

10. Vendors who do not grow the produce being sold, but are re-selling "Locally Grown" or "Virginia Grown" farm produce or farm products at the LCM must label their products as such, giving information on the source of the product. Preprinted signs will be made available to Vendors by the LCM Manager. For example, John Smith, an approved LCM vendor is selling strawberries from Johnson's Strawberry Farms, Amelia, VA." A "Locally Grown" sign must be

clearly visible on or near the strawberries being sold, that states "Strawberries were grown by Johnson's Strawberry Farms, Amelia, VA."

11. All produce or goods sold at the LCM must be of good quality, free of disease and presented in such a way that does not hide products of lesser quality, such as layering of best quality produce on top of lower quality produce.

12. All scales for weighing items sold at the LCM must display a valid and current certification sticker signed by an Inspector from the Virginia Dept. of Weights and Measures

13. Vendors are encouraged to sign their produce and items with the price of the goods. i.e. cost per pound, cost per item

14. Livestock may not be sold at the LCM.

Section B. CRAFT ARTISAN VENDORS

1. At the LCM, Craft Artisan Vendors may sell only handcrafted decorative and/or functional items that demonstrate quality of craftsmanship and are approved through the evaluation process.

2. Craft items must be homemade, made by the Craft Artisan Vendor or under the direct supervision of him or her. No commercial items may be sold by a Craft Artisan Vendor except as allowed in Permanent Shops. Reselling of any craft or commercial items is prohibited in stalls.

3. To be considered as a Craft Artisan Vendor at the LCM, Vendors must produce articles that follow the following guidelines:

- The shaping and forming of the article from a variety of materials, its finishing and decoration are accomplished by hand-labor and manually controlled methods are used that permit the maker to control and transform the construction, shape, design and finishing of each major part of an individual product.
- The article is the original idea of a craftsperson or a skillful rendering of a traditional or classic design.

- Each item is hand-crafted by the craftsperson.
- The item displays craftsmanship, not just handiness.
- Ready-made parts or materials are used only if they are subordinate to the total design and craftsmanship of the article.

Products not considered crafts include:

- Mass produced or manufactured goods
- Second-hand goods
- Embellished items (e.g. decorated mass produced items)

4. The evaluation process for Craft Artisans is as follows:

- At the time of application the applicant must submit to the LCM Manager and the LCM Craft Committee a sampling or photograph(s) of the items that will be sold at the Market.
- The LCM Craft Committee will review all applications and certify the Craft Artisan to sell at the LCM.
- The LCM Craft Committee may elect to interview the Craft Artisan as part of the evaluation process.
- Certification of a craft does not guarantee an immediate space for selling, but will expedite the renting of a space as it becomes available.
- The LCM Craft Committee will make decisions on certifications of craft item(s) at least once a month.
- Decisions of the LCM Craft Committee are final.

5. Craft Artisan Vendors may use commercial items to enhance the product, but seventy-five percent (75%) of the selling cost of any item must be a result of handcrafting. For example, a photographer or artist may sell the frame that surrounds the photo or artwork that he/she created and is selling, but they may not sell commercially made frames as stock items. As a second example, a vendor may not sell "gift baskets" made from both commercially produced baskets and commercially produced gift items.

6. There will be no "grandfathering" of previous tenants and their existing stock as of May 1, 2007. All merchandise must comply with the guidelines as stated in this policy.

Section C. MINI-RESTAURANTS

- 1. All Mini-Restaurant Proprietors must be in possession of valid (passing) inspection reports from the VDH and the VDACS for all prepared food items in order to sell at the LCM. Vendors are required to post this valid inspection report at their mini-restaurant in an easily seen location and to submit a copy of their current passing inspection reports to the LCM Manager.**
- 2. It is the responsibility of Mini-Restaurant Proprietors to determine and file proper tax documents and payment on time.**
- 3. All Mini-Restaurant Proprietors must provide current and accurate menus to the LCM Manager.**
- 4. All Vendors interested in leasing a Mini-Restaurant must follow the application process outlined in "Application, Lease Agreements and Space Assignments".**

D. PERMANENT SHOPS

- 1. A select number of retail shops will be allowed within the LCM, if space is available and the proposed shop supports the overall mission of the Market. Priorities of permanent retail shops at the LCM will be:**
 - 1) Small grocery or convenience store**
 - 2) Fresh meat shop**
 - 3) Bakery shop**
 - 4) Specialty coffee shop**
 - 5) Produce vendor**
 - 6) Virginia-produced or themed products**
 - 7) Other food items such as home-made candies**
 - 8) Craft items**
- 2. Produce Re-Sell Vendors may apply to lease a Permanent Shop space. Permanent Shop Vendors selling produce must adhere to the policies that govern signage and labeling of "Locally Grown", "Virginia Grown" and "Resell produce".**

3. Other types of Permanent Space Vendors may be considered as tenants within the stated guidelines and policies.

4. All Vendors interested in leasing a Permanent Shop must follow the application process outlined in "Application, Lease Agreements and Space Assignments".

LYNCHBURG COMMUNITY MARKET PLAZA PARKING

1. Parking spaces in the LCM parking lot are available as follows:

A. Vendors with outside stall(s) must confine their vehicles to the allotted space(s) immediately behind his/her stall and not impede traffic in anyway.

B. Vendors who have front-row inside stalls are allowed to park one car in the outside parking space immediately behind his/her inside stall.

C. No vendor will be assigned more than two parking spaces regardless of number of stalls rented.

2. Other Vendors who have inside stalls, Mini-restaurants or Permanent Shops must unload their cars or trucks in the LCM loading/unloading space, then immediately move his/her car to parking spaces other than in the Market Plaza. The car or truck may be brought back to the loading/unloading or another available parking space after selling hours to reload. *There are two "no-fee" City parking lots nearby. Vendors with disabilities may utilize the signed handicapped parking spaces in the Market Plaza parking lot.*

3. All other LCM parking lot spaces have a two-hour parking limit and are for customer use only.

4. Vendors or customers should not block the LCM Plaza driveways at any time for any reason.

5. There is a clearly posted weight limit of 3 tons for trucks parking in the LCM Plaza. This weight limit must be adhered to at all times. Violators may be restricted from further use of the LCM Plaza.

6. The Lynchburg Police Department (LPD) is responsible for enforcement of parking laws at the LCM Plaza. The LPD may issue tickets at any time for parking violations in the LCM Plaza to anyone, including Vendors.

7. Continual disregard for parking rules by a Vendor is cause for termination of the lease agreement.

8. No monetary value is assigned to parking spaces nor will any Vendor be due a

refund of any fee should parking policies change.

9. The City of Lynchburg and the Lynchburg Community Market reserves the right to change parking policies as needed.

LYNCHBURG COMMUNITY MARKET INSURANCE

1. Permanent Shops and Mini-Restaurants must acquire, and keep in force, commercial general liability insurance with a combined single limit of not less than \$500,000 per occurrence including products-completed operations coverage issued by an insurance company authorized to do business in the Commonwealth of Virginia and acceptable to the City of Lynchburg.

2. The Vendor and his/her insurance company shall provide a certificate of insurance:

- Naming the City of Lynchburg as an "additional insured";**
- Stating that the insurance shall not be modified nor cancelled unless at least forty-five (45) days prior notice to the effect is given to the Business Manager, Parks & Recreation Dept., City of Lynchburg;**
- Indemnifying, keeping and holding harmless the Lynchburg Community Market and the City of Lynchburg from any and all claims and demands, whether for injuries to persons, or loss of life or damage to property, on or off the premises, arising out of the use or occupancy of the premises by Vendor and shall defend at Vendor's own expense any action brought against the Lynchburg Community Market, or its agents or employees, as a result of the Vendor's acts or omissions.**

LYNCHBURG COMMUNITY MARKET VENDOR VIOLATIONS

The Lynchburg Community Market (LCM) facility is owned and operated solely by the City of Lynchburg. The Director, Lynchburg Parks & Recreation Department (LPRD), City of Lynchburg, has authority on matters that apply to the day to day operation of the LCM, including violations by vendors and the dispensation of those violations.

The LCM Manager and his or her appointed representative have the responsibility to manage the LCM facility. The LCM Manager reports to the Business Services Manager, LPRD. The Business Services Manager reports to the Director of LPRD.

1. If the LCM Manager finds that a vendor or lessee is in violation of a LCM policy, he or she will discuss the violation with the vendor verbally, ask for specific corrective action, and keep a written record of the verbal notice, date and details.

2. If the violation is not corrected, the vendor will be:

- Notified in writing again of the violation
- A copy will be put on file in the LCM office
- A copy will be sent to the Business Services Manager
- Another meeting will be held by the LCM Manager with the vendor to discuss the problem.

Within this written notice of violation, the vendor will be told:

- What is to be done to correct the violation;
- The expected date by which action must be taken;
- The resulting action that will be taken by the LCM Manager if the corrective action is not done by the expected date.

3. A serious violation of LCM policies by a Vendor may be cause for immediate termination of a lease agreement.

4. If the LCM Manager finds numerous violations by the same vendor, even if

temporary corrective action is taken each time, the LCM Manager has the authority and may cancel the offending vendor's lease and future LCM privileges.

5. The failure to maintain the required insurance coverage will be grounds for the immediate termination of a lease without the requirement of any advance notice by the City.

6. Violations that are brought to the attention of a Vendor by the VA Department of Health (VDH), the City of Lynchburg Fire Marshall or Building Code Inspector, or the VA Department of Agriculture and Consumer Services (VDACS) that are not corrected in a timely manner by the vendor as defined above will be considered cause for immediate termination of lease and eviction from the LCM by the LCM Manager, whether or not the applicable State agency shuts down the business.

PROCESS FOR COMPLAINTS

- 1. Any complaints concerning the LCM and/or conflict with or allegation of violations of LCM Policies must be brought in writing to the LCM Manager.**

- 2. In order for a complaint, notice of conflict or alleged violation to be considered, it must be written in a business-like manner and must include:**
 - Full name, address, telephone number of complainant and relationship to the LCM (Vendor, customer, former vendor, etc.)**
 - Naming of the vendor about which the complaint is being lodged, if applicable**
 - Naming of the appropriate LCM policy by page and section that apply.**
 - Written complaints, unless of a criminal nature, may be disclosed under the Freedom of Information Act.**

- 3. The LCM Manager shall investigate and discuss the written complaint, notice of conflict or alleged violation with complainants and/or applicable vendors within ten working days of receipt of the complaint by the LCM Manager.**

- 4. A written response, with appropriate copies to the Business Manager and the Director, Parks & Recreation Dept., City of Lynchburg, shall be made to the complainants by the LCM Manager within ten additional working days of discussion with the complainant.**

- 5. If the LCM Manager has agreed that a complaint about a vendor is valid and a violation has occurred, the violation shall be treated in the same manner as described above in "VENDOR VIOLATIONS".**

**LYNCHBURG COMMUNITY MARKET
FEES
April 1, 2007**

Location	Monthly	Daily	
Outside Stalls	\$65 April-September \$35 October-March.	\$20	
Inside Stalls:		Fri.-Sat.	Mon.-Thurs.
Tailgate	\$70	\$25	\$12.50
Front Row	\$60	\$20	\$10.00
Other	\$50	\$15	\$ 7.50
Cooler Bins	\$25 each	Not Applicable	
Mini-Restaurants	(Square footage x \$9/sq ft) / 12 + \$35 vent cleaning fee	Not Applicable	
Permanent Walled Space	(Square footage x \$9/sq ft) / 12	Not Applicable	

All fees and rental rates are reviewed on an annual basis and the City reserves the right to change rent and fees at the LCM.

**NEW LYNCHBURG COMMUNITY MARKET
FEES
Effective July 1, 2014**

Location	Monthly	Daily	
Outside Stalls	\$100. April-September \$50 October-March.	\$30	
Inside Stalls:		Fri.-Sat.	Mon.-Thurs.
Tailgate	\$100.	\$25	\$12.50
Front Row	\$90	\$20	\$10.00
		\$15	\$ 7.50
Cooler Bins	\$25 each	Not Applicable	
Mini-Restaurants	(Square footage x \$9/sq ft) / 12 + \$35 vent cleaning fee	Not Applicable	
Permanent Walled Space	(Square footage x \$9/sq ft) / 12	Not Applicable	

All fees and rental rates are reviewed on an annual basis and the City reserves the right to change rent and fees at the LCM.