Farmers Market

2019

March - December
Mon - Sat

December - February
Sat

Hours:
5:00am until Dark
(no later than 7:30pm)

143 S Maple Street
Lebanon, Tennessee 37087
(615) 443-2824
RULES AND REGULATIONS
*Note: The following Rules and Regulations outlined in this document supersede all previously published Rules, Regulations, and/or Guidelines.

PURPOSE:
The City of Lebanon Farmers’ Market was established for the purpose of providing:
(a) A distribution point for fresh, home-grown fruit and vegetables that the consumers might not otherwise have access to.
(b) A location as an outlet for surplus home-grown products that would enable local producers to realize economic gains.

PRODUCT AND SALES REGULATIONS:

1. Farmers’ Market Months, Days, Hours of Operation:
   March - December  December - February
   Mon – Sat                             Sat
   Hours: 5:00 am until Dark (no later than 7:30 pm)

2. Vendor Items:
   (a) Sellable Items:
      (i) Fruits and Vegetables: All vendors must meet the minimum requirement of having 80% of their total produce grown locally within Wilson County. No more than 20% of the produce sold by a vendor may be purchased from another seller or not grown locally.
      (ii) Fresh or Cured Meats subject to proper state permits and regulations.
      (iii) Eggs, Cheese, Prepared Goods (homemade canned goods, homemade baked goods, etc.) subject to proper state permits and regulations.

   (b) Non-Sellable Items:
      (i) Livestock and Items Identified as “Flea Market” Items or Merchandise

      (The Wilson County Agriculture Extension Department and/or the City of Lebanon reserve the right to inspect the origin of any items sold at the market.)

3. Under no circumstances will Alcoholic beverages or Drugs be permitted on the premises. Anyone suspected of using alcohol or unlawful drugs shall not be permitted on the premises.

4. Smoking: Vendors may not throw cigarette butts on the ground, this is a violation of our City Littering Ordinance. Vendors are required to provide their own receptacle for disposing of cigarettes, cigars, etc. Tobacco chewers, etc. are required to provide their own receptacle to spit into. No spitting is allowed around the vendor section or spaces.

5. Vendor pets are not allowed in the market area. No live animals may be sold on the premises.

6. Appropriate Language and Dress is required to maintain a family atmosphere. No offensive attire is allowed at the market. Language used with customers and other vendors must be respectful.

7. It is the responsibility of the vendors to satisfy customer complaints.

8. All produce sold in the market will be sold by legal weights and measures. Vendors are responsible for having their scales certified for compliance by TDA.

*A copy of all required state permits must be submitted to the City with the vendor application.
9. It is the responsibility of every vendor to know if they are required to collect and remit Tennessee Sales Tax.

10. No disruptive or aggressive behavior is allowed at the market. This includes any behavior that would deter customers from purchasing from another vendor such as yelling, using signs, flagging customers, etc.

11. Each vendor is expected to bring with them to the market all materials needed during a normal market day, including tables, chairs, office supplies, petty cash, and all other items used or needed.

12. All rubbish, trash, and/or tobacco refuse must be cleaned daily from both the vendor’s sale section(s) and/or space(s) prior to departure. Trash cans are provided by the City to assist in clean up and maintenance of the area.

13. While at the Farmers’ Market, children must be supervised by an adult at all times.

14. Each vendor must display his/her City Vendor Permit where easily visible.

15. Vendors may sell from the back of pick-up trucks, but only from within their assigned section(s) and/or space(s). Vendor vehicles must not be parked outside their assigned section(s) and/or space(s). Vendor vehicles not parked within their assigned section(s) and/or space(s) must be parked in the lot marked as “vendor parking”. No overnight parking is allowed.

16. Signs, displays or shelves cannot remain at the market, they must be removed at the end of each day.

17. No selling is allowed before or after the posted market times.

18. The market is accessible for the disabled. Vendors should assist in making sure that their section(s) and/or space(s) are kept safe and an accessible environment for all customers.

19. Enforcement of market rules and regulations is the responsibility of the City of Lebanon. Any vendor who is found not in compliance with any of the above guidelines will receive a verbal and/or written warning. Expulsion from the market will result if the problem is not resolved by the vendor and/or if proper permits are not obtained and displayed by the vendor.

20. Vendor permit noting assigned section(s) and/or space(s) which have been provided by the City of Lebanon must be displayed at all times where easily visible by either placing the permit in the front window of the vendor’s vehicle, or hanging the permit from the rear view mirror of the vehicle the vendor is using to sell produce out of. If any vendor is not using a vehicle to sell produce out of, the permit must be displayed and easily visible in the vendor’s section(s) or space(s).

***Vendor permits, assigned section(s), and/or space(s) reservation(s) are Non-Transferable.

21. Absolutely “No Loitering” is allowed at the Farmers’ Market.
RESERVATION/RENTAL OF SECTION(S) AND/OR SPACE(S) POLICY

SECTION(S) RENTAL
A. Rental of area (section(s)) under covered pavilion will be offered first to vendors that sell their produce six (6) days per week. Presently, the area is divided into 8 sections.
B. Rental rate is $150.00 per section located under the pavilion, per rental period. Payments of the rental rate reserves the section(s) annually.
C. The official assignment of section(s) and/or space(s) shall be approved and maintained with the City of Lebanon’s authorized agent, the Public Services Department (located on the 3rd floor of City Hall, 200 North Castle Heights Ave.)
D. If the approved vendors are not selling produce four (4) days per week during peak season (June-August), the City may choose to offer the space to other approved applicants until all sections are rented.
E. If an approved vendor in an assigned section/space is unable to utilize four (4) days per item D. (see above), the City may consider a shared arrangement with an approved applicant for the remainder of the current season/year.

VENDOR SPACE(S) RENTAL
Space(s) may be reserved/rented for $75.00 annually. A maximum of four (4) parking spaces will be rented to allow some space to remain for customer parking. The City will designate which spaces will be rented and assigned.

OCCASIONAL VENDOR
A. MUST first register with the Wilson County Agriculture Extension Office and then register with the City of Lebanon Public Services Department to sell produce/vegetables/prepared goods.
B. Vendor must pay a one-time fee of $75.00 for a space annually.

NOTES
If more applications are received than available space permits, priority will be given to community farms that have supported the Farmers’ Market with regular attendance over the past years. The City of Lebanon reserves the right to modify this policy and fees as necessary and at the sole discretion of the City of Lebanon. Family Farms are subject to inspection to verify produce is home-grown. Assistance from the local Agriculture Extension Office may be requested by the City.

All fees are non-refundable.

Fees are to be paid to building inspection on the third floor of City Hall.
**VENDOR APPLICATION**

**SUBMITTAL DEADLINE: MARCH 1ST**

### CONTACT INFORMATION

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<td>Name</td>
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<td>Date</td>
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<td>Current Address</td>
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<td>Phone Number</td>
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<td>Email Address</td>
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<td>Vehicle Make &amp; Model</td>
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<td>Vehicle License Plate #</td>
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<td>Farm Number</td>
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### NEEDS FOR THE UPCOMING YEAR

*Note: The City of Lebanon provides electricity, water, and waste services for the Market.*

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<td>Time: (Check one)</td>
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<td>I would like to reserve all week</td>
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<td>I would like to reserve Friday and Saturday</td>
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<td>I would like to reserve specific days</td>
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<td>If you require specific days list them here:</td>
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<td>List the amount of space you require here:</td>
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### PRODUCE/ITEMS

*Please list the items you wish to sell at the Farmer’s Market below.*

*For any goods requiring any state permit(s), attach a copy of said permit(s) to this application:*

<table>
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<th>Item Information</th>
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I hereby certify that all of the information included in this application is correct and in compliance with City of Lebanon Farmers' Market Rules & Regulations. Furthermore, I agree to abide by the Rules & Regulations that have been established for the Farmers' Market, and all City ordinances and regulations that may be in place or required by the City of Lebanon's Farmers' Market.

I agree to indemnify, defend and hold harmless the City of Lebanon, including without limitation, its officers, agents, employees, and volunteers (herein Indemnified Parties) from and against: Any and all claims, demands, losses, damages, defense costs or liability of any kind or nature, including attorney fees, that an Indemnified Parties may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of or in any manner connected with vendor's performance, including its officers, employees and agents, under the terms of this Agreement, except any liability arising out of the sole negligence of an Indemnified Parties.

Such indemnification includes any damage to the person(s), or property(ies) of Indemnified Parties or third persons; and any and all federal, state and local taxes, charges, fees or contributions required to be paid with respect to vendor, its officers, employees and agents (including, without limitation, sales or use taxes, unemployment insurance, social security, payroll tax withholding).

Vendors are encouraged to acquire insurance to cover its actions at the Market. The City of Lebanon is not responsible for the acts of the vendor, its employees or agents.

By signing this document, I acknowledge that I have read and understand the information stated above and agree to all of it.

| Applicant Name: |  |
| Signature: |  |
| Date: |  |

| City Use Only |
| Status of Application: |

| Approved: | Notes: |
| Denied: | Notes: |
| Other: | Notes: |

*A copy of this application shall be returned to the Applicant within 30 days of receipt by the City.*