

TERMS AND POLICIES OF THE CONTRACT  
FOR VENDING  
IN THE DEFENSE LOGISTICS AGENCY FARMERS MARKET

**In consideration of the opportunity to license stall space(s) and sell products in the DLA Farmers Market, DLA and the Vendor, by signing the attached Contract, agree to the following terms and policies, which are incorporated into the Contract in their entirety:**

**1. DEFINITIONS.** When capitalized in this Contract, the following terms have the following meanings:

"Approved Categories" means the categories of products that Vendors may sell at the Market, as set forth in Section 4.C. below.

"Contract" means the CONTRACT FOR VENDING IN THE DEFENSE LOGISTICS AGENCY AVIATION (DLA) FARMERS' MARKET, which each Vendor must sign, and into which these Terms and Policies are incorporated.

"Market" means the DLA Farmers Market.

"Daily Vendor" means a Vendor who intends to vend infrequently during the DLA Farmers Market season and who signs a Contract.

"Market Master" means the individual appointed by DLA in accordance with Section 2.C. below.

"Product Rules" means those rules concerning the products which a Vendor may sell at the Market in accordance with Section 4 below.

"Season Vendor" means a Vendor who intends to vend at least once per week throughout most or all of the Market season, who signs a Contract and attends at least 75% of the Market sessions.

"Terms and Policies" means the terms and policies referenced herein.

"Vendor" means a Season Vendor and a Daily Vendor who are directly involved with the production of items to be sold at the Market. This would include planting, tending, and harvesting produce, and creating craft items from raw materials.

"Vendor Fees" means the fees which a Vendor is required to pay under Section 6.A. below. DLA has waived Vendor Fees at this time. Vendors will not be charged a fee to participate in the Market.

**2. MARKET POLICIES AND ADMINISTRATION.**

**A. Role of DLA.** DLA shall administer the Market. DLA reserves the right, in its sole discretion, to terminate the Market, to change the times, dates, locations, or policies relating to the Market, and to terminate any Vendor's CONTRACT FOR VENDING IN THE DLA FARMERS MARKET.

**B. Market Policies.** DLA shall establish all Market policies, including policies applicable to customers as well as Vendors, and shall set all Vendor Fees.

**C. Market Master.** DLA shall appoint and supervise the Market Master, who will coordinate with Vendors to provide information about, interpret, and implement Market policies, oversee the Market operations, oversee Market set-up, assign vending spaces based on availability, collect fees, conduct on-site inspections of Vendor production sites, and assess or recommend the assessment of discipline of Vendors who violate these Terms and Policies or otherwise fail to satisfy their obligations under this Contract.

**D. Questions and Complaints.** Vendors may direct concerns or questions regarding operation of the Market to the Market Master. Vendors may make complaints to the Market Master or may submit written complaints directly to Julie Proctor, Marketing Manager at Defense Logistics Agency Installation Support at Richmond – Family and Morale, Welfare & Recreation.

### **3. MARKET OPERATIONS.**

#### **A. Market Schedules.**

The Market will operate from 10:00 a.m. to 2:00 p.m. on each Wednesday from May through October, (or as DLA decides).

Vendors may have access to their space(s) beginning one hour before the starting time and must vacate the DLA premises by no later than 3:00 p.m.

#### **B. Vendor Documentation.**

1. Each Vendor must sign a Contract and pay all required Vendor Fees. **DLA has currently no Vendor Fees.**
2. When signing and submitting his or her Contract, each Vendor must submit a certificate or certificates of insurance evidencing adequate insurance to operate such vehicles as are needed to vend at the Market and adequate general liability insurance. DLA may reject or terminate any Contract if DLA determines in its sole and absolute discretion that a Vendor's coverage is inadequate.
3. Vendors selling products for which sales tax must be collected must provide a copy of the Business Registration Certificate with Virginia Department of Taxation.
4. Vendors who would like to sell potentially hazardous food, as defined by the 2009 FDA Food Code at Section 1-201.10, and any state or local regulations, must comply with any applicable requirements of the Virginia Department of Health or the Chesterfield County Department of Health prior to selling at the Market, including but not limited to obtaining any necessary permits. Vendors must demonstrate to DLA that they have complied with such requirements. They must also provide their most recent health inspection by their county health department. Vendors are prohibited from selling potentially hazardous foods that are not permitted by the Virginia Department of Health or the Chesterfield County Department of Health.
5. Once a Vendor signs a contract, the Market Master and the Vendor will follow DLA Public Safety Office procedures related to accessing the installation. DLA has sole discretion to determine whether or not a Vendor may access the installation.

### **C. Assignment of Vending Spaces.**

1. The Market Master will allocate spaces for Season Vendors in advance of the opening of the Market. The Market Master will assign spaces for Daily Vendors as available, giving priority to Season Vendors.
2. In assigning spaces, the Market Master will use a point system that rewards Vendors with the longest and most consistent participation in the Market, based on the number of seasons of participation and the number of days of attendance.

### **D. Vendor Parking.**

1. Vendors at the Market must park vehicles as directed by the Market Master or DLA Security. Vehicle drivers must comply with the direction of the Market Master, DLA Police Department, and DLA Security Patrol.

### **E. Equipment and Supplies.**

1. Vendors at the Market may supply a stand, counter or tables not to exceed the boundaries of his or her stall space(s) and these, including products, tents, and displays, are allowed only up to the stall space area as prescribed by DLA. The designated sidewalk/grass area must be kept clear for pedestrian use. Umbrellas or other weather protective devices may be supplied by the Vendor. Vendors are solely responsible for damages or personal injuries resulting from the use of their equipment and supplies. Produce and products marketed from stalls are to be marketed, shown, or placed next to or on its presenting counter, table(s), or as directed by the Market Master. All tents and/or canopies must be adequately anchored with ballast and are subject to inspection by the DLA Safety Department.
2. **DLA currently has no plans to permit Vendors' use of electrical appliances.** Should DLA decide to permit such sales in the future, DLA will notify Vendors and additional requirements, including but not limited to those that follow, will apply. Vendors' electrical equipment and use of electricity are subject to inspection by the DLA Safety and Fire Prevention Departments.

### **F. Vendor Conduct.**

1. Vendors must comply with all local, state, and federal laws and regulations that apply to them. Vendors are solely responsible for their own compliance with such laws and regulations.
2. Vendors must comply with the Product Rules, below.
3. Season Vendors who are scheduled to vend at the Market on Wednesday must notify the Market Master if they will not be attending on a particular Wednesday Market day by no later than the preceding Monday at 3 pm.
5. Vendors must set up their own displays on each day they offer goods for sale at the Market. Vendors must be present while their goods are offered for sale. Vendors may not share their assigned space with others without the consent of DLA, but they may assign persons to assist them. Vendors retain full and exclusive responsibility for their Market space(s), for their sales, and for the actions of their assistants.

6. Vendors must clearly label each product to show which Approved Category the product falls within. Vendors must clearly label all products (other than concessions if DLA allows such sales) that were not produced by the Vendor, specifying the product's place of origin. The price of all items must be clearly indicated. The Market Master may require Vendors who fail to provide adequate labeling to correct the failure.

7. **DLA currently has no plans to allow sales of food items cooked on-site at DLA.** Should DLA decide to permit such sales in the future, DLA will notify Vendors and additional requirements, including but not limited to those that follow, will apply. Vendors who are cooking on-site must keep a fire extinguisher that is visible and accessible at all times. Any appliances (such as grills) and tools used for cooking at the Market are subject to inspection by the DLA Safety and Fire Prevention Departments and are to be located as directed by the Market Master. Any Vendors selling potentially hazardous foods must provide their own thermometer(s) and ensure that such foods are kept at the appropriate temperature.

8. Vendors selling any article by weight or measure at the Market must contact Virginia Weights and Measures Office to arrange for their scales to be inspected. All scales must be certified and approved for commercial sales prior to vending at the Market.

9. Vendors must dress appropriately, including shoes and shirts. In addition, if Vendors are preparing potentially hazardous foods, they must wear clean aprons.

10. Vendors must maintain their space(s) in a clean, safe, and sanitary manner. Vendors using cups, etc. for sampling purposes must supply a small trash can or attach a small garbage bag to their booth for their customers. Vendors must bring their own cleaning supplies, including sanitizer solution (with rags and buckets), brooms and dust pans. After each Market, Vendors must collect all trash or garbage that is generated in or around their booths and must sweep up all debris on the ground. Vendors must haul all such waste off-site for disposal. Vendors may not dispose of any waste, including produce waste, overripe or leftover produce or boxes, in any garbage receptacle on the DSCR installation.

12. Vendors must keep all food items at least 6 inches off the ground at all times. This includes dry goods, paper or plastic plates, spoons, forks, unopened beverage drinks, and napkins.

13. Vendors may not smoke in the Market area.

14. Vendors may not bring animals to the Market area, unless required due to disability.

15. Vendors must supervise their children at all times, and may not allow any children under 16 years old to wander the Market area without a parent or guardian.

16. Vendors must permit periodic on-site inspections with at least 24 hours advance notice of their farm or business locations by designated DLA personnel and the Market Master, to verify compliance with these Terms and Policies.

17. Prior to a Vendor selling products at the Market, personnel from the DLA Safety and Safety and Occupational Health Office will inspect each Vendor's products, equipment and supplies. Vendors must permit inspections by appropriate Department of Defense Health Inspectors, as well as personnel from

the DLA Safety and Occupational Health Office and the DLA Security and Emergency Services Office. These Offices may conduct unannounced random inspections of the Market to ensure food security and safety, as well as compliance with all security protocols.

18. Vendors will cooperate with DLA in conducting promotions and events to attract additional customers and to add to the atmosphere of the Market.

19. Vendors will provide a count of total sales in dollars and the number of transactions conducted at DLA at the end of the Market day to DLA Market Monitor. This information will assist DLA in planning to encourage its employees' participation in DLA campaign for fresh products.

#### **4. PRODUCT RULES.**

##### **A. Product Source.**

1. At least 30 percent of all products that a Vendor sells must have been produced by that Vendor excluding concessions if allowed.

2. However, the other 70 percent of product or products that a Vendor may sell but that the Vendor did not produce must have been purchased by the Vendor directly from the producer of the product, excluding concessions if allowed.

3. Vendors may not sell any products that they purchased from wholesalers, distributors, retailers, or in an auction, provided that concessions, if allowed for sale, need not be purchased directly from their producers. Before each market season begins, Vendors must provide to the Market Master the name, address and telephone number of each farmer or other producer whose products the Vendors intend to sell in accordance with the foregoing. Exceptions may be made in the event of acts of God.

**B. Product Quality.** All edible goods must be safe for human use and/or consumption. The Vendor is solely responsible for ensuring that their goods comply with all applicable laws and regulations. The Vendor is solely responsible for any damages resulting from the sale of unsound or unsafe goods. If the Market Master determines that a Vendor is offering any low quality or unsafe product, the Market Master may require the Vendor (i) to remove the low quality or unsafe merchandise from the Market immediately and/or (ii) to vacate the Market. Any such determination will be made at DLA's sole discretion.

**C. Approved Categories.** Vendors may only sell products that fall within one of the following Approved Categories:

1. Home Grown/Processed Farm Fresh by the Vendor: Fresh and unpackaged home-grown vegetables, fruit, nuts, and cut flowers; potted plants and herbs (annuals and perennials); dried flowers; and fresh, home grown food products that are minimally processed and packaged in new containers by the Vendor such as honey, other syrups, jellies, jams, preserves, persimmon pulp, dried spices and herbs, flour, cornmeal, unpopped popcorn, seeds, canned produce, cider and other pressed juices, dairy products, and vinegars.

2. Organically Home Grown/Processed Farm Fresh by the Vendor: any of the produce or products described above in (A) that have been organically grown, or made from produce organically grown, on a

Vendor's own farm. Only products which have been organically grown by a Vendor who is an organic farmer may be sold in this category. To sell in this category, a Vendor must be recognized as a certified "organic farmer" with the appropriate state department in Virginia or the state of his/her residence.

3. Other local Farm Produce or Products: any of the produce or products described in (A) that the Vendor purchased directly from other farms or producers within 120 miles radius of Chesterfield County, Virginia, or any such products such as bakery goods produced by a Virginia commercial bakery.

4. Farm Produce or Products from Outside Virginia: any of the produce or products described in (A) for sale or obtained for resale from outside of Virginia.

5. Concessions: food and/or beverages for sale and immediate consumption at the Market if DLA decides to authorize such sales in future. No alcoholic beverage may be sold or offered as a free sample at the Market. Food and/or beverages sold as concessions must be prepared by the vendors; no pre-packaged food and/or beverages sold as concessions may be purchased from wholesalers, distributors, or retailers.

6. Arts/Crafts/Misc.: handmade or handcrafted products which have been juried and approved by Market Board may be sold in the Market if space is available. Vendors who have a storefront business will also be permitted to vend if approved by Market Board. All products that are not produced by the Vendor must be products of the USA. Vendors may not sell soaps, lotions, perfumes, bath salts or other cosmetic products at the Market.

## 5. VIOLATIONS.

**A. Excess Sales of Products Not Produced by a Vendor.** If the Market Master determines that a Vendor has sold or is attempting to sell products purchased directly from a third party producer that total more than 70 percent of the total products the Vendor has sold or is attempting to sell, the Market Master shall notify the Vendor of noncompliance immediately. If a Vendor fails to correct such noncompliance immediately upon receiving such notice, the Market Master shall revoke the Vendor's vending privileges immediately.

**B. Sales of Products Neither Produced by a Vendor Nor Directly Purchased From the Producer.** If the Market Master determines that a Vendor has sold or is attempting to sell any products that the Vendor did not either produce or buy directly from another producer, the Market Master shall revoke the Vendor's vending privileges immediately.

**C. Unsafe or Illegal Conduct.** The Market Master may immediately terminate a Vendor's vending privileges immediately if the Vendor is selling unsafe or dangerous products, if the Vendor is violating any applicable law, rule or regulation, or if the Vendor is otherwise engaged in any unsafe or illegal activity.

**D. Sale of Products not produced in a Certified Commercial Kitchen.** The Market does not allow Home Based Vendors to vend at the market or observe a "cottage law". All processed food must be prepared in a certified commercial kitchen as designated by the county health department. If the Market Master determines that a vendor has sold or is attempting to sell any products that were not created in a

certified commercial kitchen, the Market Master shall revoke the Vendor's vending privileges immediately.

**E. Sale of Unpasteurized Milk Products.** The Market **does not** allow the sale of "raw" or unpasteurized milk products either for human or animal consumption. If the Market Master determines that a vendor has sold or is attempting to sell any dairy products that are "raw" or unpasteurized, the Market Master shall, with the consent of DLA, revoke the Vendor's vending privileges immediately.

**F. Procedures for Determining Compliance or Violations.**

1. The Market Master may use his or her own observations, information provided by third persons, and information gathered in inspections to determine if a Vendor has complied with these Terms and Policies.
2. The Market Master will notify a Vendor if one or more of the Vendor's products offered for sale at the Market appears to violate a Product Rule or is being investigated to determine if it violates a Product Rule or otherwise does not comply with these Terms and Policies. The Market Master may arrange for an inspection of the Vendor's production location and methods, with such inspection to be conducted by Market Master (or designee). The Market Master will immediately terminate the vending privileges of any Vendor refusing to allow such an inspection.
3. The Market Master will at all times retain the authority to request a Vendor to correct any failure to comply with these Terms and Policies immediately, and to suspend the vending privileges of any Vendor who fails to make the required protection.
4. The Market Master will report all noncompliance or violations to DLA, which may follow any procedures that it deems in its sole discretion to be appropriate in evaluating an alleged violation, and will decide whether or not a Vendor has violated the Product Rules or any other of these Terms and Conditions. The DLA ruling will be final and binding for all purposes.
5. If the DLA determines that a Vendor did not commit a violation, the Market Master will notify the Vendor and no further action will be taken. If DLA determines that a Vendor has committed a violation, the Market Master will provide written notice to the Vendor terminating the Vendor's vending privileges effective immediately.
6. A Vendor whose vending privileges have been terminated will not be eligible to re-apply to become a Vendor until at least 12 months have expired following the date on which the Vendor's vending privileges were terminated.
7. Notwithstanding any other provision in these Terms and Conditions, DLA may terminate a Vendor's vending privileges and the Vendor's Contract at any time if DLA determines in its sole and reasonable judgment that a Vendor has failed to comply with any provision in these Terms and Policies. No Vending Fees will be refunded.

**6. VENDOR FEES.**

**A. Amount of Vendor Fees.** Each Vendor shall pay the following non-refundable Vendor Fees:  
Fee for once a week full season per space - None at this time.

**B. Timing and Method of Payment.** Season Vendors must pay Vendor Fees for a full season by cash, credit card or check payable to FMWR, in full by \_\_\_\_, 20XX. Daily Vendors may pay for a full season of infrequent attendance by \_\_\_\_, 20XX or on the day of attendance. There are no Vendor Fees at this time.

**7. COVENANT NOT TO SUE AND RELEASE OF ALL CLAIMS.**

**A. Market.** Each Vendor at the Market, on behalf of himself, herself, or itself and his/her/its dependents, employees and agents, unconditionally promises not to assert or file, and hereby unconditionally releases, any action or suit at law or in equity alleging personal or bodily injury, death, or property damage in connection with or as a result of any activity under or in connection with this Contract against (i) DLA or DLA's officers, employees or agents, and (ii) the Department of Defense officers, employees and agents, regardless of the negligence or other fault of any of the foregoing.

**B. Survival.** This Section 7 shall survive any termination of the Contract.

**8. INDEMNIFICATION.**

**A. Market.** Each Vendor at the Market agrees to fully indemnify and hold (i) DLA and DLA's officers, employees and agents and (ii) the Department of Defense officers, employees and agents, harmless from any and all claims asserting liability, loss, bodily injury, death, or property damage, including settlements, judgments, and reasonable attorney fees and litigation expenses, arising from or related in any way to Vendor's participation in the Market, regardless of the negligence or other fault of any of the indemnified persons or parties.

**B. Survival.** This Section 8 shall survive any termination of the Contract.

**PLEASE NOTE: The signature page must accompany all necessary paperwork (Certificate of Insurance showing general liability and proof of vehicle insurance, and also be registered with Virginia Department of Taxation by filing a Business Registration Application if sales tax applies to your product)**



CONTRACT FOR VENDING IN THE DLA FARMERS MARKET

Vendor's Name: \_\_\_\_\_

Name of Business: \_\_\_\_\_

Home / Business Telephone Number(s): \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Home Address (if different from above): \_\_\_\_\_

Commercial Kitchen Address (required if you sell prepared foods):  
\_\_\_\_\_

Type(s) of produce/products Vendor expects to sell at the Market (you can also submit an attachment)

Vendors: Please use the back or a separate sheet of paper to write a statement(s) about your product(s) that you would like to include on our website (DLA to provide website address). This information can also be submitted in a digital format via email to \_\_\_\_\_

Vendor Category or Categories (Check one space)-(See Section 2 under "Terms and Policies..."):

\_\_\_\_\_ A. Home Grown/Processed Farm Fresh by the Vendor

\_\_\_\_\_ B. Organically Home Grown/Processed Farm Fresh by the Vendor

\_\_\_\_\_ C. Other Virginia Farm Produce or Products (up to 70% only)

\_\_\_\_\_ D. Other Farm Produce or Products from Outside Virginia (up to 30% only)

\_\_\_\_\_ E. Concessions

\_\_\_\_\_ F. Arts/Crafts/Miscellaneous

Assigned Space(s) No. \_\_\_\_\_ (to be completed by DLA)

I plan to participate as a Vendor (Check one space):

\_\_\_\_\_Season Vendor (May-October 75% of Market days)

\_\_\_\_\_Daily Vendor (May-October, infrequent attendance at Market days)

**If you sign up to be a Season Vendor you will be expected to attend 75% of Thursday markets.**

I give DLA permission to release my contact information to customers interested in contacting me for information and or special orders. \_\_\_\_yes \_\_\_\_no

This CONTRACT FOR VENDING at the DLA FARMERS MARKET is entered into and agreed upon, with the Vendor having fully read and being in full agreement with the attached “Terms and Policies,” which are incorporated into this Contract.

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Vendor (Print Name)

\_\_\_\_\_  
DLA Market Master Signature

\_\_\_\_\_  
DLA Market Master (Print Name and Title)

\_\_\_\_\_  
Date Contract Accepted by DLA