



2023 Johns Creek Farmers Market Policy

The objective of the Johns Creek Farmers Market is to serve the Johns Creek residents and surrounding community by providing access to fresh, high quality, locally-produced and healthy foods and personal care products, and opportunities for community interaction between local food producers and artisans with residents and consumers. The Johns Creek Farmers Market Policy corresponds with the **Guidelines for Food Products Sold at Events Sponsored by Non-Profit Organizations** distributed by the Georgia Department of Agriculture. The Johns Creek Farmers Market reserves the right to also implement its own rules and guidelines to protect consumers.

Products that may be sold:

In accordance with the objectives of the Johns Creek Farmers Market, all products offered in the market will be produced by local farmers, food vendors and artisans and will be grown or produced using sustainable practices and local ingredients and products to the extent feasible. The market objective is to follow the principles embodied under the Certified Naturally Grown (CNG) guidelines, which include local production without synthetic chemicals, hormones, antibiotics or GMOs, rooted in community and not from a corporate conglomerate. Farmers that have received their CNG certification or USDA Organic certification and products that use organic and local ingredients and resources will be given preference, as well as those located in Fulton County and within a 50-mile radius of Johns Creek. Absolutely no reselling of products will be allowed.

The Market may include products exempt from the Georgia Food Act, which are not governed by additional state or federal laws and regulations. For example:

- Fresh produce



- Jams, jellies
- Breads
- Honey

Products requiring state licenses may be sold when a copy of current licenses issued by the proper authority accompanies the application. These products include:

- Meat Products – Governed by Georgia Meat Compliance Laws
- Eggs – Governed by the Georgia Egg Law
- Dairy Products – Governed by the Georgia Dairy Law
- Low Acid/Acidified Foods (Canned Vegetables, Pickles, Salsa, etc) – Must have a state license from the Department of Agriculture and completed Better Process Control School.
- Organic Products – USDA or CNG certification
- Plants – with a current Live Plant License from the Department of Agriculture

Products that cannot be sold:

Clothing & accessories, bath and body products, non-consumable items other than handmade artisan products are allowed. No business retail of any kind. No non-profit bake sales or reselling of pre-packaged items (cookies, popcorn, candy, chocolates, candles, doughnuts, etc. for fundraising). No business reselling is allowed.

Additional Rules and Guidelines:

1. All vendors must carry Commercial General Liability Insurance with a minimum coverage of \$1million per occurrence and \$2million in aggregate, as well as Employment Practices Liability of \$10,000 if employees will be active in the market. Prior to participating in the market, a Certificate of Insurance (COI) must be provided to the Market Manager demonstrating this coverage and naming City of Johns Creek as the Certificate Holder and additional insured. The City of Johns Creek address as it shall appear on the COI is 11360 Lakefield Dr., Johns Creek, GA 30097.



2. All vendors must complete, sign and date the “Contractor Hold Harmless Agreement” attached as Exhibit C and return it to the Market Manager prior to participating in the market.
3. The market will be held on Saturday, March 25, 2023, 10 a.m. - 5 p.m. The City is evaluating the ability to host a market regularly throughout the year, and a vendor discount will be provided to those vendors who participate in the March 25 event.
4. Market Fees will be \$10 for the March 25, 2023 event.
5. Vendors must be set up and ready to sell no later than 30 minutes before the market opening time. Vendors are required to stay for the entire market, even if they are sold out.
6. Farmers Market participants will be selected by the Johns Creek Farmers Market Committee in accordance with the policies and guidelines described in this document. The Market Committee may select or exclude vendors at their discretion at any time during the market. New farmers may have a site inspection prior to participation.
7. The Johns Creek Farmers Market Committee shall maintain exclusive discretion as to the location of each participant in order to determine the best and move viable mixture of products. Vendors should not move from their assigned spaces for any reason. Violators may be asked to leave the market. In an effort to keep the market efficient, vendors should effectively communicate their dates of participation. If a vendor reserves space and repeatedly misses markets during the season without contacting the Market Manager, the vendor may lose his or her permit and be asked to reapply to the market if they wish to continue their participation.
8. Certified Naturally Grown (CNG) principles will be applied to all vendors, with certification strongly encouraged. For processed foods and baked goods, extent of use of local and organic ingredients will be included in the selection criteria.
9. All products must be sold by the individual or entity that grew/made the product. No reselling from other markets is allowed. No reselling of other farmers’ goods is allowed without explicit permission. You may only sell or represent items grown or raised on land owned by the farmer who is applying for the market, or produced by the vendor in an approved facility.



10. An assigned space will be available to participants who have paid the weekly permit fee. Each space measures approximately 10'x10'. Each participant is required to provide a canopy under which their products are to be sold, and canopy weights to prevent tents from moving under windy conditions must be used.
11. Vendors can offload their gear near their assigned vendor space, but must then park their vehicle in the assigned parking area. Vendors that arrive at the market later than 30 minutes prior to market opening may be required to offload outside the market area. No vehicles may remain in the market area during the market hours.
12. The provision of booths, tents, umbrellas, tables and chairs is the responsibility of the vendor. Each vendor must set up a canopy under which the goods will be sold. All booths must be set up in good working order – broken or unkempt items will not be allowed. Each vendor must also provide a sign in their booth identifying the vendor and/or product.
13. There is limited access to electricity at the market. If electricity is needed, you must request access from the Market Manager prior to arriving at the market. No water or other utility services will be available to vendors.
14. Each participant shall furnish packaging or containers for the benefit of customers. This may be in the form of sacks, boxes or baskets.
15. If selling by weight, it is the responsibility of the seller to have Georgia Department of Agriculture approved scales for weighing the produce. These scales are to be tested periodically. Be sure to give accurate weights. A little extra is better than a little less.
16. All processed products should be properly labeled with the common food name: the name, address, and phone number of the person who made the item; and a list of ingredients using the common food names. Baked goods should be wrapped for individual sale. All baked goods should be covered and wrapped prior to being at the market to prevent bees and insects from being attracted to the market area.
17. Baked goods must be made in a commercial facility, a shared kitchen or under a Cottage Food License. Please provide address of – or business license for – the shared kitchen. A copy of the contract for commercial facilities should also be provided.



18. Products may also be sold as “organic products” or “Certified Naturally Grown” if the proper certification has been submitted with the application.
19. Only registered participants of the Johns Creek Farmers Market will be permitted to sell at the market.
20. Each vendor shall be required to keep the area clean and remove any trash and objectionable items prior to leaving the premises.
21. Demeanor and service with customers are of utmost importance. All sellers at the market are encouraged to be friendly, courteous, truthful and honest. Customer or participant complaints will be examined and investigated by the Market Manager. Vendors who are the subject of complaints may lose privileges at the market. No smoking by vendors is allowed in the market area. Profanity by vendors is not allowed.
22. All problems relating to the market should be discussed with the Market Manager. The Market Manager or Johns Creek Farmers Market Committee will address customer and vendor complaints.
23. Any participant who receives complaints from market consumers for product quality is subject to a new site inspection. Multiple complaints from market consumers about quality products or suspect items that may not be grown or produced from the vendors may lead to the vendor being asked to leave the market.



**HOLD HARMLESS AND RELEASE AGREEMENT REGARDING PARTICIPATION IN THE DAFFODIL DAYS
FARMERS MARKET ON MARCH 25, 2023**

The City of Johns Creek will not assume liability for any act of God, natural disaster, exposure to adverse weather conditions, communicable diseases, damages or injuries, or any cause above and beyond the control of the festival. We appreciate everyone's cooperation. By participating in this Market, you agree that neither the City of Johns Creek, nor its agents or representatives will be responsible for any injury, damage or loss that may occur to the exhibitor or vendor, their agents or representatives or his or her property, regardless of the cause.

The Undersigned, to the fullest extent permitted by law, agrees to release, discharge, indemnify and hold harmless the city of Johns Creek, organizer of the Daffodil Days Farmers Market), its officers, management, attorneys, employees, agents, representatives and affiliates, of and from any and all claims, actions, demands, damages, loss, and causes of action, including costs and expenses, arising from injury, including death, to any person, or damage to any property arising out of or by virtue of the participation of the Undersigned in Daffodil Days festivities.

Indemnification of the city of Johns Creek shall include, but not be limited to, any expenses, including but not limited to attorney fees and court costs, incurred by the city of Johns Creek in the defense of any claim described herein or as a result of any breach by the Undersigned of the terms of this Agreement.

The Undersigned also understands and acknowledges that the terms of this Agreement apply to any and all present or future demands, actions, causes of actions, liens of any kinds, costs, expenses, debts, liabilities, judgments, sums of money, damages, or claims of any kind or character that in any way relate to the participation of the Undersigned with Daffodil Days and that Undersigned may have against Daffodil Days, as well as its officers, management, employees, agents, attorneys, representatives and affiliates.

Undersigned understands and accepts that participation of the Undersigned with Daffodil Days may involve certain hazards. The Undersigned expressly assumes all risks and damages incidental to participation of the Undersigned with Daffodil Days. This Agreement is executed by the Undersigned for and on behalf of the Undersigned, his or her heirs, administrators, executors, personal representatives, and assigns, and is intended to be a full and complete release of Daffodil Days from any and all claims



that the Undersigned may now or hereafter have against Daffodil Days as well as its officers, management, employees, agents, attorneys, representatives and affiliates, arising out of, or in any way connected with the Undersigned's participation with Daffodil Days' festivities.

Undersigned understands and acknowledges that this Agreement binds Undersigned's heirs, administrators, executors, personal representatives, and assigns to the greatest extent allowed by law.

- UNDERSIGNED HAS BECOME FAMILIAR WITH THE TERMS OF THIS FORM.
- UNDERSIGNED UNDERSTANDS AND AGREES TO ITS CONTENTS. UNDERSIGNED HAS HAD AN OPPORTUNITY TO ASK QUESTIONS, AND UNDERSIGNED'S QUESTIONS HAVE BEEN ANSWERED TO UNDERSIGNED'S SATISFACTION.

As evidenced by the below signature, the Undersigned has read and agrees to abide by the above Hold Harmless and Release Agreement.