



Farmers Market Vendor Agreement 2025 Season

This Farmers Market Vendor Agreement is made this ____ day of _____, 2025, by and between _____ ("Vendor"), and FRESHFARM Markets, a 501(c)(3) District of Columbia nonprofit corporation with its principal place of business at 1380 Monroe Street NW #605, Washington DC, 20010 ("FRESHFARM"), and sets forth the terms of Vendor's participation in any FRESHFARM market for the 2025 season.

WHEREAS, FRESHFARM is a Washington, DC-based nonprofit organization that builds a more equitable, sustainable, and resilient food system in the Mid-Atlantic region, in part, by hosting farmers markets in the Washington, DC region;

WHEREAS, Vendor wishes to set up a stand and sell items at the a FRESHFARM market;

NOW, THEREFORE, in consideration for the mutual promises set forth herein, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Purpose.** This Agreement sets forth the terms and conditions of vendor space, vendor sales, and vendor conduct at the market.
2. **Term and Termination.** This Agreement shall commence on April 1, 2025 and shall end on December 31, 2025 ("2025 Market Season"), unless sooner terminated pursuant to this Section 2. Thereafter, it shall automatically renew for successive one-year periods (each a "Market Season") unless either party gives ninety (90) calendar days advance written notice of its intent not to renew the Agreement for another Market Season. In addition, FRESHFARM may terminate this Agreement if Vendor violates this Agreement, provided FRESHFARM provides the vendor written

notice of the violation and gives the vendor fifteen (15) days to cure the violation, if it is capable of being remedied.

3. **Stall.** FRESHFARM shall provide Vendor with a designated space of at least 100 square feet.

- a. **Market Space Assignments.** Requests for space assignment changes will be considered before locating new farmers or producers in a market. Space assignments are not guaranteed and will be made at the market management's discretion to ensure the viability of the market.

- b. **Market Canopies/Tents/Umbrellas/Tables.** All canopies, tents, umbrellas, and other forms of stall cover must be sufficiently– at least 25 pounds per tent leg for tents and at least 50 pounds for umbrellas– and safely secured to the ground at all times. When sustained winds reach 20 mph or higher, at least 50 pounds per tent leg is required. The tent weights themselves must not be a tripping hazard for market goers. FRESHFARM highly encourages all vendors to bring extra weights to ensure the safety of staff and customers.

- c. **Signage.** Prices are required to be posted at all times. Vendor must post a farm or business sign at their stand. Vendors must hang Produce Plus and/or WIC/Senior FMNP signage if enrolled in the program. Signage should clearly highlight menu items and ingredients that are grown locally, whether in the list of ingredients or on a separate placard. Signage will also preferably include the name of the farm from which locally-grown ingredients are sourced. FRESHFARM reserves the right to attach signage to vendor tents for informational purposes (regarding participation in federal and local nutrition benefits and incentives programs).

- d. **Generators.** FRESHFARM encourages vendors to be mindful of others selling at market when operating a generator. Complaints of excessively loud generators will be addressed with a calibrated reading by FRESHFARM market staff. Vendors may be required to reconfigure the set-up of their generators or to use generators that do not emit noise above a reasonable decibel level.

- e. **Fire Safety.** All vendors must comply with applicable fire code regulations. Vendors cooking on-site must have fire retardant tents and a working fire

extinguisher. Vendors must regularly check for expiration and have an emergency plan and training on how to operate the unit in place.

4. Product Eligibility.

- a. Producer-Only Requirement.** All businesses selling at FRESHFARM Markets must exclusively sell products that they have grown or produced. Absolutely no resales or third-party sales are allowed, unless with prior written consent from FRESHFARM.
- b. Local Requirement.** Participation in the farmers markets is for regional farmers who sell what they grow, raise or produce on their farm, and for local producers who make products primarily featuring agricultural food grown in the Mid-Atlantic region. Applicants will only be considered eligible if they are within a 200-mile radius of the market to which they have applied. The majority of food products must feature local agricultural ingredients, which is to say that these products must showcase a locally-grown ingredient distinctively or prominently.
- c. Sourcing Verification.** All farms and businesses receive a site visit to verify that they are growing, raising, and/or producing what they sell at market. This visit may be in-person or virtual. Vendor understands and agrees that a site visit is a condition of Vendor's participation in the Market.
- d. Product Eligibility Guidelines.** Vendors must at all times comply with the FRESHFARM [Product Eligibility Guidelines](#), which may be amended from time to time in FRESHFARM's sole discretion. FRESHFARM agrees to notify Vendors through email and the FRESHFARM website of any material changes to the Product Eligibility Guidelines. It is the Vendor's obligation to monitor FRESHFARM emails and the FRESHFARM website to ensure compliance with any modifications to the Product Eligibility Guidelines.
- e. Community Supported Agriculture.** Vendors who plan on using a FRESHFARM Market as a pickup site for a CSA must inform FRESHFARM during the application process.

- f. Wholesale Orders.** Vendors who plan on using a FRESHFARM Market as a pickup site for wholesale orders (not placed through the Pop-Up Food Hub) must inform FRESHFARM during the application process.
- g. Product Approval and Exclusions.** All products must be approved by FRESHFARM before they can be sold at the Market. If non-approved products are brought to the Market, management will request that they be removed immediately. FRESHFARM reserves the right to limit products at market for any reason; particular attention being paid to maintaining a diversity of product offerings, managing the balance of items that do not feature locally-grown ingredients, and ensuring product quality relative to FRESHFARM's standards, although FRESHFARM may limit products for other reasons too, provided that the rationale is reasoned, uniformly applicable, and not calculated to target a particular Vendor.

5. Market/Vendor Hours.

- a. Punctuality for Market Opening.** Set-up for markets will begin two (2) hours before the opening bell. Vendors are required to arrive at least thirty (30) minutes before the market opens and be fully set up by the time the market bell is rung. No vendor may drive into the market site after the market has opened without permission of FRESHFARM market management. Latecomers may be denied admission or admitted and located at the market management's discretion.
- b. Sales Timeframe.** All markets will open and close with the ringing of a market bell. No sales are allowed before the market opens or after it closes. At the closing bell, vendors must leave the market site as soon as possible or park their vehicles in accordance with traffic laws and posted parking signage. Vendors are required to keep their tents, tables, and signage up until the closing bell. If a vendor sells out of product, the vendor may begin consolidating supplies to prepare for departure after the bell.
- c. Market Delays & Closings.** FRESHFARM markets are open rain or shine. When extreme weather is forecasted, FRESHFARM will advise vendors of any market delays or closings.

6. Food Safety and Sanitation.

- a. Sanitation.** Vendors must maintain their market stands and spaces in a clean and sanitary condition, in accordance with state Department of Health Guidelines and local health regulations.
- b. Leave-no-waste trash policy.** FRESHFARM requires that all vendors provide their own receptacles for all waste generated from the sale or sampling of their products. Each vendor is responsible for keeping the market area free of any debris during and after markets, including hauling away trash collected.
- c. Market Food Samples.** Food samples must be prepared behind the vendor's market stand and presented in a safe and sanitary manner, according to state Department of Health Guidelines and local health regulations.

7. Market Transactions

- a. Farmers Market Nutrition Programs Mandatory.** All eligible Vendors are required to participate in every state or local food access and/or farmers market nutrition program available to a given market's jurisdiction. FRESHFARM will facilitate all eligible Vendors in seeking approval from the relevant jurisdictional agency, such as DC Health or VA DARS, in order to properly process state or local food access and/or farmers market nutrition programs.

- b. Market Coupons Mandatory.** FRESHFARM employs a coupon system at all markets to implement food access programs. These coupons enable shoppers to purchase eligible items with their federal and/or local benefits. FRESHFARM's matching incentive program, FreshMatch, provides a dollar-for-dollar match for EBT/SNAP (prev. food stamps), Women, Infants, and Children (WIC), and Senior Farmers Market Nutrition Program (SFMNP). Additionally, FRESHFARM uses coupons for market promotions and gift certificates. **All eligible vendors are required to accept FRESHFARM and FreshMatch coupons as instructed.**

Please review [FRESHFARM Guide to Market Coupons](#) for a detailed description of the coupon system. From time to time, federal and state regulations or other factors require updates to the FreshMatch program, which may take effect during a Market Season. FRESHFARM shall notify Vendor via email and through other FRESHFARM communication channels if there are any material changes to the FRESHFARM or FreshMatch coupon system. It is the Vendor's obligation to monitor FRESHFARM communications to ensure compliance with any modifications to the FRESHFARM or FreshMatch coupon system.

- c. Coupon Accounting.** FRESHFARM team members collect coupons from Vendors at the end of each market. FRESHFARM will endeavor to record coupons within four (4) business days, at which time a receipt can be generated and sent by email to the Vendor.
- d. Discrepancies.** If coupon total confirmations do not match the totals counted at the market, Vendor must notify salesreports@ffm.org immediately so that any mistakes can be corrected before an invoice is generated.
- e. Sales Tax.** Vendors are responsible for complying with local and state tax regulations. In accordance with federal USDA and local state guidelines, sales tax cannot be charged on items bought with EBT/ SNAP benefits, WIC FMNP benefits, Senior FMNP benefits, or Produce Plus benefits. Sales tax cannot be charged on coupon purchases.

- f. Credit Card Fees/Currency.** All credit card fees must adhere to local and federal regulations. Whether or not required by law, if implementing a credit card fee or minimum, you must have a sign to notify shoppers of the fee or minimum purchase amount. All vendors must accept cash as a form of currency; however, vendors are welcome to advertise their preference for credit cards.
- g. Scales.** Scales must be registered as legal for trade and meet local and/or state regulations for commercial scales. Scales must be placed so that they are clearly visible and legible to customers.

8. Vendor Reporting.

- a. Sales Reports.** Vendor is required to report Market sales to FRESHFARM on a monthly basis. All sales must be reported, with CSA and wholesale order sales included so that the percentage fee then in effect on the sale of raw agricultural products may be applied.
- b. Workbook.** All vendors may access sales data through an individual link to an online workbook. FRESHFARM will make individual workbooks available to vendors during the season. The workbooks contain a Sales Summary, Weekly Sales Reporting, and Coupon Receipts. A sample of the workbook with detailed instructions about the entries is included in the [FRESHFARM Guide to Vendor Sales Reporting](#).
- c. Timeline for Sales Reporting.**

SALES REPORTS	All sales must be reported no later than the end of the month.	Please refer to your unique sales spreadsheet to verify you are not missing entries. If you do not yet have access to your individual workbook, you may request records from FRESHFARM. The reporting link and link to your individual sales report are also included in the digital coupon receipts. If you need help locating the link or have questions about missing sales, reach out to salesreports@ffm.org .
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SALES REPORTS (last call!)	Vendors still missing sales reports after the 15th of the following month are considered late.	FRESHFARM collects fees based on the sales vendors report. Until we receive the previous month's sales, we cannot issue an invoice for fees or a credit memo for coupon redemption. If your sales are still missing by the beginning of the following month, you will get reminder emails from our team until the sales are entered. After the 15th of the following month, you are considered out of compliance with our market rules.
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- d. **Late Sales Reports.** If sales reports are not entered after two (2) months, vendors will be suspended from markets until all missing sales reports have been completed (or until the parties have agreed upon a satisfactory payment plan).
9. **Vendor Fees.** FRESHFARM charges a vendor fee based on a percentage of sales to support the cost of operating markets. These fees for the 2025 Market Season are based on vendor type:

Vendor Type	Description	Vendor Fee (% of proceeds)
Farm	At least 80% raw agricultural products	6%
Farm Producer	More than 20% of products are value-added, including farmstead alcohol	6%
Farm Concessionaire	Farmer primarily selling prepared foods utilizing some or all of their own product	6%
Non-Farm Producer	Value-added products with locally-sourced ingredients	8%
Concessionaire	Prepared food featuring locally-sourced ingredients	10%
Farm-Sourced Alcohol	Non-farm producer selling alcohol with locally-sourced ingredients	10%

Coffee/Exceptions		12%
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Invoices shall be issued on a monthly basis for Vendor Fees, as set forth in Section 10. Fees may increase in subsequent Market Seasons, in which instance FRESHFARM shall provide notice of increased fees no later than ninety (90) days prior to the commencement of the Market Season to enable Vendors to determine whether they wish to renew the Agreement for a subsequent Market Season.

10. Vendor Invoices and Credit Memos.

a. Invoices. FRESHFARM generates invoices or credit memos every month, based on sales and coupon reports as follows:

- i. An invoice issued by FRESHFARM is a bill of itemized vendor fees that are owed to FRESHFARM. If total Market fees are more than total Coupons, vendors receive an invoice.
- ii. A credit memo issued by FRESHFARM is a document that acknowledges the amount that FRESHFARM owes a vendor. If total Market Fees are less than total Coupons, a credit memo is generated and a check issued for the credit amount to the Vendor. If the Vendor has unpaid invoices from previous months, the credit amount will be applied to those invoices.

b. Timeline for Vendor Invoices.

INVOICES	Invoices are issued by email on the 15th of the following month.	<p>FRESHFARM utilizes QuickBooks for invoicing services. You will receive the invoice by email from invoice@ffm.org. This can be paid online or by check payable to "FRESHFARM Markets."</p> <p>Cash payments and checks will not be collected at the markets. Please mail payment to FRESHFARM: 1380 Monroe St NW #605 Washington, DC 20010</p>
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		<p>If a fee payment check is returned for insufficient funds, the farmer or producer must resend market fees by money order or cashier's check with a <u>\$35 bank fee added</u>.</p> <p>Invoices are issued on the <u>15th of each month</u>, based on the previous month's sales. If you do not receive an invoice it means you are either missing one or more sales reports, or there is an attendance error on our end. Please reach out to salesreports@ffm.org for assistance.</p>
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- c. Late Payments.** If a Vendor fails to pay the balance owed by the due date, Vendor shall be suspended from market until the balance is paid in full, or a payment plan has been agreed upon. Failure to pay outstanding balances in full after sixty (60) days will result in suspension from all markets until the account is paid in its entirety. Vendors with an outstanding debt that is more than sixty (60) days overdue who apply to new markets will not be considered until their outstanding debt is paid in full.

11. Market Conduct.

- a. General.** FRESHFARM expects market vendors and their staff to offer excellent customer service and to treat market staff with respect.
- b. Market Attendance.** FRESHFARM vendors must attend all markets for which they are scheduled. If you know in advance that you will miss a market you are scheduled to attend, you must complete the Absent from Markets Form. If you do not attend the market and do not notify FRESHFARM at least twenty-four (24) hours in advance, that will be considered a no-call no-show absence. A no-call no-show absence may result in fines. In addition, a review of your placement in current and future markets will be triggered if you are habitually absent (three absences in a three month period, for example) or habitually absent with less than one week's notice.

- a. **Smoking.** FRESHFARM enforces a “no smoking” policy on the market site during market hours. If you must leave the premises to smoke, you must wash your hands before returning to Market.
- b. **Harassment and Discrimination.** Vendors shall refrain from conduct that amounts to discrimination or harassment under federal, state, or local law. FRESHFARM encourages reporting of all perceived incidents of discrimination or harassment. It is the policy of FRESHFARM to promptly and thoroughly investigate such reports. FRESHFARM prohibits retaliation against any individual who reports discrimination or harassment or who participates in an investigation of such reports. Reports should be made in writing by emailing markets@ffm.org.
- c. **Theft.** Vendors are encouraged to stay at their stall during the entire market shift. FRESHFARM is not able to guarantee the safety of your valuables. In the event of a theft, please let a FRESHFARM team member know. Our policy is to complete incident reports and facilitate the filing of police reports as necessary. In the case of coupon theft, please contact FRESHFARM immediately at markets@ffm.org. Coupon theft reports will be reviewed and responded to on a case-by-case basis.

12. Conduct/Rule Violations. FRESHFARM may impose consequences for rule violations, which may range from a verbal warning to banning the Vendor from continued participation in FRESHFARM markets. Sanctions shall be commensurate with the underlying violation, as determined in FRESHFARM’s reasoned discretion. Certain common violations shall result in fines. Fines for the 2025 Market Season are as follows:

- Late Sales Reports: \$25
- No tent weights: \$25
- No call-no shows: \$50 *per instance*
- Repeated late arrivals: \$25

Fines may change for subsequent Market Seasons, in which instance, FRESHFARM shall provide notice to vendors of increased fines. Fines may be factored into monthly invoices.

- 13. Grievances.** Vendors may report grievances to FRESHFARM at any time. Reports should be made in writing by emailing markets@ffm.org.
- 14. Parking.** Consult your market's welcome packet and FRESHFARM team members about where to park. During market, you must place a FRESHFARM parking permit visibly in the front windshield dash of your vehicle IF you are parking in an area designated and permitted by FRESHFARM. You must adhere to all parking laws and posted parking signage. You may not violate existing parking laws.
- 15. Independent Contractors.** The Parties agree and acknowledge that Vendor is an independent contractor. Nothing herein shall be construed to create any partnership, joint venture, or agency relationship of any kind between the parties. Vendor's directors, officers, employees, and other representatives shall have no authority to enter into any agreements or contracts on behalf of FRESHFARM, or to bind FRESHFARM in any way, and they shall not represent, either explicitly or implicitly, that they possesses any such authority. Vendor's directors, officers, employees, and other representatives are not, nor shall they be, deemed to be, for any purpose, employees or agents of FRESHFARM.
- 16. Insurance.** All FRESHFARM vendors must carry insurance for general liability and property damage, as well as product liability coverage, in an amount not less than \$1,000,000. The policy shall name FRESHFARM as additional insured and shall maintain all other coverage as required by law. A copy of the Certificate of Insurance must be provided with the application. If insurance expires during the season, the vendor must provide a copy of the renewed insurance policy at the time of policy expiration.
- 17. Indemnification.** Vendor agrees to indemnify, save, and hold harmless FRESHFARM from and against any and all losses, expenses (including, but not limited to, payroll and income taxes and attorneys' fees), damages, claims, suits, demands, judgments, and causes of action of any nature arising from or as a result of (i) the performance of Vendor's obligations under this Agreement, (ii) the failure of Vendor or any of its directors, officers, employees, or other representatives to comply with any term or condition of this Agreement, (iii) the reclassification of any director, officer, employee, or other representative of Vendor as an employee of FRESHFARM, or (iv) Vendor's negligence.

18. Standard Legal Agreement

- a.** This Agreement contains the entire understanding between the parties and supersedes any prior written or oral agreements between them. This Agreement shall not be modified or waived except by written instrument signed by both parties.
- b.** In the event that any part of this Agreement shall be declared unenforceable or invalid, the remaining parts shall continue to be valid and enforceable.
- c.** This Agreement shall inure to the benefit of and be binding upon the parties and their respective executors, administrators, personal representatives, heirs, assigns, and successors in interest.
- d.** This Agreement may not be assigned by Vendor or the rights granted to or obligations imposed upon Vendor transferred or sublicensed by Vendor, without the express prior written consent of FRESHFARM.
- e.** Either party's waiver of, or failure to exercise, any right provided for herein shall not be deemed a waiver of any further or future right under this Agreement.
- f.** Vendor covenants, warrants and represents that it shall comply with all laws and regulations applicable to this Agreement, and that it shall exercise due care and act in good faith at all times in performance of its obligations under this Agreement.
- g.** The performance of the Agreement by either party is subject to acts of God, war, government regulation, disasters, fires, disease, strikes, terrorism or threats of terrorism, civil disorders, or other similar cause, including emergency or non-emergency conditions, beyond the control of the parties making it inadvisable, illegal, impossible, or impractical to hold the Market. The Agreement may be terminated without penalty and with performance fully excused for any one or more of these reasons by written notice from one party to the other, which may be furnished via email.
- h.** Vendor acknowledges that this Agreement was made by the parties in the District of Columbia and shall be governed and enforced in accordance with the laws of the District of Columbia, without effect to its conflict of laws provisions. Vendor acknowledges that the state and federal courts located in the District of

Columbia shall be the exclusive forums for the resolution of any disputes concerning this Agreement or Vendor's provision of Consulting Services to FRESHFARM, and Vendor agrees to submit to the jurisdiction of such courts.

- i. The individual executing this Agreement on behalf of Vendor hereby represents and warrants to FRESHFARM that he or she is duly authorized to bind Vendor to the terms and conditions of this Agreement.
- j. Both parties have read the foregoing Agreement in its entirety and voluntarily agree to each of its terms with full knowledge thereof.

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IN WITNESS WHEREOF, the parties hereto have caused duplicate originals of this Agreement to be executed by their respective duly authorized representatives as of the date and year first above written.

[Vendor]

[FRESHFARM]

By: _____
_____[Name]
_____[Title]

By: _____
_____[Name]
_____[Title]