

EXHIBIT A

2010 Town of Wrightsville Beach Farmers' Market Rules and Regulations

As Approved March 11, 2010 and As Amended April 8, 2010

1. HOURS AND DAYS OF OPERATION AND LOCATION.

The 2010 Farmers' Market will operate on Mondays, May through September, 8:00 am to 1:00 pm. The Farmers Market will occupy the parking spaces along the northern side of Old Causeway Drive. Set up may begin at 7:00 am; however, no sales will be permitted during set-up times or past closing time. The Town of Wrightsville Beach may modify this schedule as necessary to allow for special events and activities.

2. FEES & PERMITS.

(A) All 2010 market applicants who did not participate in the 2009 market must complete a permit application and submit it with a \$25.00 non-refundable application fee. All Vendors must pay a \$50.00 non-refundable annual participation fee to take part in the program. The Vendor must pay this fee in advance and prior to the day the Vendor first participates in the market. The Wrightsville Beach Parks and Recreation Department is responsible for processing Permit Applications and collecting fees.

(B) In addition to the fee described in paragraph (B) above, Vendors shall pay Vendor Fees to the Market Manager for an individual space at the market. One space encompasses the length of a vehicle, (no more than 20') in the lined parking spaces plus a 10' x 10' space in the area immediately north of the sidewalk adjacent to the vehicle parking location. Only one space shall be allowed per Vendor. There are three payment options:

(i) Daily Market Vendor Fee: \$20.00 to be collected each market day

(ii) Monthly Market Vendor Fee: A discounted, non-refundable, monthly payment of \$60.00 to be paid on the first market day of each month.

(ii) Seasonal Market Vendor Fee: A discounted, non-refundable payment of \$250.00 to be paid on the first market day of the season.

3. ELIGIBILITY.

(A) Vendors must reside and produce the items they intend to sell in the State of North Carolina. Products that can be sold are:

- Vegetables grown from seeds, sets, or seedlings by the Vendor
- Fruits, nuts, or berries grown by the Vendor
- Plants grown by the Vendor from seed, seedling, transplant or cutting
- Bulbs propagated by the Vendor
- Honey produced from the Vendor's bees
- Cut or dried flowers grown by the Vendor
- Firewood cut by the Vendor
- Straw baled by the Vendor
- Fresh (not frozen) baked goods baked by the Vendor (including baked dog biscuits)
- Proteins (chicken and eggs) and seafood
- Cookbooks (if related to the approved produce the Vendor is selling)

(B) Any products not specifically addressed above will be reviewed on an individual basis by the Market Manager for eligibility. Vendors offering value added/processed products using ingredients produced by the Vendor or ingredients from local producers will be given priority over those who do not produce or use locally produced ingredients in their product.

(C) Vendors must be the producer, producer's agent, and/or relative of the producer to participate in the market. The Market Manager, for "good cause shown", may grant exceptions to this requirement.

(D) Upon prior approval by the Market Manager, Vendors are allowed to supplement their product offering (termed as "carrying") with other locally grown/produced items if at least 60% of the value of the product offered, each market day, is grown/produced by the Vendor. Vendors will be required to clearly identify all such products, indicating the producer's name and location of production. The Market Manager reserves the right to request receipts of "carried" products and/or contact the source of any "carried" product to verify origin. Vendors interested in "carrying" products requiring inspection and/or certification shall provide a copy of the original producer's inspection, license and/or certification to the Market Manager and keep a copy with them when selling at the market. Local shall be defined strictly as produced in North Carolina. NO PEDDLERS and NO WHOLESALE sales are permitted.

(E) All items sold as organic must meet the requirements of the National Organic Program. Vendors of organic items must have a copy of their certification on file with the Market Manager as well as with them when selling at the market. Only certified organic growers may display signs using the word organic.

(F) The Market Manager reserves the right to conduct an inspection of any market Vendor at any time to verify product origin.

(G) If a Vendor wishes to sell any product other than what was initially applied for, the vendor must get prior written approval from the Market Manager. Provided however that no item be sold other than those listed in paragraph 3 (A) above.

(H) All items must be of top quality.

4. ATTENDANCE.

(A) The market will operate rain or shine. Vendors must attend unless the Market Manager determines that weather will pose a public hazard. In this instance, the Market Manager will notify Vendors not less than 24 hours before the opening day and hour of the market.

(B) Vendors must give 24-hour notice to the Market Manager if they will be unable to attend a market for which they have reserved space. Failure to give notice will be considered a violation of market rules. The market allows for "acts of God/nature" (equipment failure, car problems, medical emergencies, etc.). Vendors shall notify the Market Manager as soon as possible should any of these circumstances arise.

(C) Any Vendor not on site by the start time of the market will not be allowed to set up.

(D) Vendors are required to remain on site for the duration of the market.

(E) Vendors that miss more than 3 consecutive market days will forfeit their right to participate in the market. In this instance, the Vendor will be added to the market wait list and may return if and when space becomes available. This rule will not apply to Vendors that choose the annual Vendor fee payment option.

5. DISPLAY / SET-UP.

(A) One Vendor space encompasses the length of a vehicle, (no more than 20') in the lined parking space plus a 10' x 10' space adjacent to the vehicle (see paragraph 2(C) above).

(B) Spaces will be assigned alphabetically based on the farm or business name with the order being reversed annually. As this is an open-air market with several entrance points, "priority" spaces are not anticipated.

(C) Vendors may display products on tables, or on the back of a vehicle, but not on the ground. Vendors must provide their own tables or displays. Canopies, tents, or umbrellas are encouraged. All canopies, tents and umbrellas must be secured.

(D) Each Vendor space must have a sign posted prominently indicating the name and location of the farm or business. Signs must be in compliance with Town Code.

(E) All products sold must have signs indicating price and description of product where applicable. A master price list can be substituted for individual product pricing.

(F) All scales used must have a state certification sticker visible.

(G) Vendors may not sublease their space.

(H) Each Vendor is responsible for cleaning up his assigned space at the close of the market. All Vendors must haul out their trash at the end of the day. On-site trash receptacles are for customers only.

6. MISCELLANEOUS.

(A) Vendors must comply with all laws, ordinances, and regulations of the United States, State of North Carolina, New Hanover County, and Town of Wrightsville Beach and these Rules.

(B) The market does not offer exclusive rights to any one Vendor to sell any one product. Market customers generally benefit from having a choice. However, if the Market Manager believes the number of Vendors offering the same or similar products is excessive or that current market demand is being met, duplicate products may be denied entry. The Market Manager has the sole discretion to accept or deny applications. The Market Manager shall advise Parks and Recreation as to his decision on all applications.

(C) No live animals may be sold, displayed, or given away at the market.

(D) No Vendor pets are permitted in the market and no smoking by Vendors is permitted during the hours that the market is open.

(E) Pricing of goods sold at the market is solely the responsibility of the individual Vendor. However, Vendors are expected to be aware of and maintain fair market values. Radical price cutting of top quality produce or "dumping" is prohibited. Poor quality or overripe products labeled as such may be sold at a discounted price. Advertised prices must be maintained throughout the market day.

7. PARTICIPATION BY WRIGHTSVILLE BEACH PARKS AND RECREATION ADVISORY COMMITTEE.

(A) The Market Manager is responsible for the day-to-day management of the market and has the authority to interpret, implement and enforce these rules. The Market Manager shall meet with the Wrightsville Beach Parks and Recreation Advisory Committee (the "Committee") no less than once during the first month of operation of the Market and at least once per month during all subsequent months in which the Market remains open. The Market Manager shall advise the Committee of all aspects regarding the operation of the Market, shall describe any problems encountered in operating the Market and shall advise the Committee of steps taken to remedy such problems.

If the Market Manager encounters problems, which require amendments to these rules or other action by the Town, he shall communicate those requirements to the Committee. The Town staff representative working with the Committee shall in turn immediately advise the Town Manager of such problems.

(B) The Market Manager shall be hired by the Town as an independent contractor to operate and manage the Farmers' Market. The Market Manager shall have the responsibility for operation of the Market in accordance with the terms and conditions of these rules. The Wrightsville Beach Parks and Recreation Advisory Committee shall serve in an advisory capacity to give recommendations, suggestions, and opinions to the Market Manager. However, the Market Manager shall make all final decisions regarding operation of the Market.

8. VIOLATIONS.

Violations of these rules shall result in a verbal warning to the offender for the first offense, a written warning and two market day's suspension for a second offense and removal from the market for the third offense. The Market Manager has the discretion to immediately remove any ineligible or questionable product. Appeals from decisions made by the Market Manager pursuant to this paragraph shall be made to the Wrightsville Beach Parks and Recreation Advisory Committee whose decision shall be final.

9. HOLD HARMLESS CLAUSE AND INSURANCE.

All authorized Vendors participating in the Wrightsville Beach Farmers' Market shall be individually and severally responsible to the Town of Wrightsville Beach for any loss, bodily harm or personal injury, deaths, and/or property damage that may occur as a result of the Vendor's negligence or that of its servants, agents, and employees. All Vendors hereby agree to indemnify and hold harmless the Town of Wrightsville Beach, its officers and employees from any claims, loss, cost, damages, and other expenses, including attorneys' fees, suffered or incurred by the Town of Wrightsville Beach by reason of the Vendors' participation in the Farmers' Market or that of its servants, agents and employees; provided that the Vendors shall not be responsible nor required to indemnify the Town of Wrightsville Beach for any claims, loss, cost, damages, and other expenses resulting from the sole negligence of the Town, its officers or employees. The Town of Wrightsville Beach provides no insurance to participants in the Wrightsville Beach Farmers' Market.