

Athol Farmers' Market Vendor Rules and Regulations

Thank you for your interest in the Athol Farmers' Market. This contract outlines policies and procedures for participation in the market. To apply, please submit the following to:

Athol Agricultural Commission, Athol Town Hall, 584 Main Street, Athol, MA 01331

1. Completed and signed Vendor Application
2. Signed and initialed Contract
3. Completed Inventory List (and Reseller detail if applicable)
4. Copies of all applicable permits or licenses as required
5. Payment of \$5 per market day or \$75 per year, **payable to the Town of Athol**

About the Market

The Athol Farmers' Market is an outdoor farm-based market that will be held weekly on the Athol Uptown Common. The mission of the market is to provide economic opportunity for local farm-based business, while offering the community a diverse selection of fresh, local produce and farm products in a convenient location.

The 2015 market season will run every Saturday beginning May 16th and ending on October 17th. Market selling hours are from 9 a.m. to noon.

If a winter market is held, the time, date and location will be announced by September 30th. Winter markets are included in yearly fee.

Casey Smith and **Nora Weaver** are the market managers for the 2015 market season. Contact information is as follows:

Casey Smith
Chachida10@gmail.com
978-503-4203

Nora Weaver
nora.m.weaver@gmail.com
202-436-2316 (cell)

General Rules

The number of market vendor spaces available for the season is limited. Vendor spaces will be assigned on a first-come first-serve basis. In the case of multiple applications for similar products, the market reserves the right to select vendors to maintain variety for customers.

If the number of applicants exceeds the number of spaces available, the Athol Agricultural Commission will notify those who are placed on a waiting list. If space becomes available, priority will be based on date of application, and balanced market product offerings.

A detailed inventory list of items to be sold at the market must be submitted with the application and approved by the market manager before produce is to be sold. A vendor adding new products during the season must have approval from the market manager prior to selling.

Products that may be sold at the market include whole fresh fruits and vegetables, nuts and seeds, unprocessed honey, maple syrup, farm fresh eggs, herbs, sprouts, seedlings, flowers and plants, grown by the vendor. Preserves and baked goods may be sold in compliance with state and local laws. Meat, poultry and fish must be processed and handled in accordance with USDA, federal, state and local regulations, and vendors must have the appropriate licenses and permits required

for sale of such products.

A limited number of fiber, wood and crafts products will be permitted, and priority will be given to farm-based products and those who grow, produce, glean or locally source raw materials used in products for sale.

Only locally (as defined by the Athol Agricultural Commission) grown or produced items that meet all applicable federal, state and local rules and regulations and have received the approval of the market manager may be offered for sale.

The Athol Farmers' Market strives to be a producer-only market, and priority will be given to vendors who produce everything they intend to sell. Interpretation and enforcement of this guideline will be at the discretion of the market manager and the Athol Agricultural Commission.

Items may be sold by the bunch, piece, measured container or by weight. Scales used at the Farmers' Market must be inspected and sealed annually by the Sealer of Weights and Measures.

All items offered for sale at the market must be first quality, clean and fresh picked, and vendor must comply with food safety regulations governing storage, display and transportation.

Certified products (Organic, MassGrown, USDA Certified) must be clearly labeled as such. No product may be labeled organic without valid proof of organic certification.

All participants are required to comply with all federal, state and/or local laws and regulations.

The Market Manager has the right to require that any vendor remove a product from the selling display. Cause for removal includes failure to include the product in the vendor's Market Application, failure to obtain appropriate permitting or licensing, improper labeling, inadequate signage or inferior quality.

All vendors are required to carry insurance to cover the extent of their operational liabilities.

Processed or Prepared Foods, Dairy Products, Meat, Poultry, Fish

The Athol Farmers' Market reserves the right to require Board of Health documentation for any processed foods produced in commercial or registered home kitchens. Production, sale and handling of all prepared or processed foods must be in compliance with Massachusetts Department of Public Health publication RF-08.

Safe food handling practices must be observed.

If any food is to be prepared, cooked or served for consumption at the market, whether for sample or for purchase, the offering vendor must display a current ServSafe certification, and any additional documentation required by the Board of Health. Prepared foods must be clearly labeled with ingredients in order of volume, and include potential allergens or health hazards.

Pricing and Signage

Prices for all items for sale must be posted clearly on a sign. No item shall be sold unless the price of the item is clearly displayed.

Prices for items shall be established only by individual vendors. Collusion among vendors to raise or lower prices or exert pressure or persuasion to cause any vendor to increase or decrease selling prices is prohibited.

Each vendor must post the name and location of his/her farm or business at his/her assigned selling area of the market.

Daily Operation

Vendors shall arrive no earlier than 7 a.m. to begin setting up displays (8 a.m. in winter). Selling at the market shall begin promptly at 9 a.m.

Vendors are responsible for bringing their own display table, 10'X10' maximum size canopy and any display items. Unless vendor has made prior arrangements with the market manager, all displays, including canopy legs must fit within a 12'X12' vending space. Vendors are responsible for all set up and clean up. **Canopy or tent must be tied down and weighted at all times.**

Vendors must vacate the selling area no later than 1 p.m. Vendors must remove all refuse and unsold items at the end of each market day, leaving the area clean and free of debris. Uptown Common is town property and it is of utmost importance that we leave it at least as clean as we find it. Vendors must carry out all trash and are not permitted to use the town receptacles.

To ensure consistency for market shoppers, vendors agree to remain open for business for the duration of the market unless prior arrangements are made with the market manager.

The market accepts credit, debit and EBT (SNAP) via a paper-based receipting system. **All vendors at the market are required to participate in this system.** Vendors may also accept credit/debit cards at their booth with their own POS system if they wish.

- Customers select their items from a vendor.
- Vendor totals the cost of items and fills out a receipt stating the amount due & gives this to the customer.
- Customer visits the market manager and makes their payment via VISA, MC, American Express, Discover, SNAP. When payment is successful, manager initials the slip and returns to customer.
- Customers then returns the slip to vendor and receives their purchases.
- SNAP tokens are restricted for the purchase of food items only.** (No cut flowers, soap, etc.)
- At the end of each market day, vendors turn in that day's slips to the Market Manager and are issued a receipt with the total due for the week.
- Vendors will receive reimbursement the following Saturday** for 100% of the value of the day's slips.

Vendors who accept Mass Farmer's Market coupons (WIC and senior) must have a valid certification number for the 2015 season (provided by MDAR) and post MDAR's required signage.

All vendors must comply with parking rules as communicated by the Agricultural Commission.

No vendor shall engage in loud hawking of items, solicitation, collection drives, political or religious activities in the market

Vendors must be courteous to one another and to the public at all times. Vendors and their

employees and representatives must maintain a neat and clean personal appearance. Shirts and shoes are required. The vicinity in and around each vendor's selling area must be clean at all times.

Alcoholic beverages, tobacco products, controlled substances, unleashed pets, and items for sale not previously approved by the market manager are prohibited at all times.

Market will take place rain or shine. In the case of any emergency or inclement weather during market hours, the market manager reserves the right to close down the market. Vendors are invited to participate in the organizational and operational duties of the market and are encouraged to attend posted Athol Agricultural Commission meetings.

Grievances

In the event of a dispute regarding any aspect of the market, the market manager(s) shall be responsible for making decisions. Any failure to abide by the market manager's decision may be sufficient grounds for excluding the vendor from the market.

A vendor may file an appeal to the market manager's decision, in writing, to the Athol Agricultural Commission. Any appeal must be filed within ten (10) days of a decision. Upon receipt of an appeal, the matter will be reviewed by the Athol Agricultural Commission. A final decision will be issued within 10 days of receipt of the appeal. During this time, the vendor must adhere to the original decision with no right to restitution for any losses.

ATHOL FARMER'S MARKET CONTRACT

By signing this agreement, participants acknowledge they have received and read this application and the Athol Farmers' Market guidelines, and agree to abide by the guidelines and decisions of the market, market manager, the Athol Agricultural Commission or any other assigned representative of the Athol Farmers' Market.

All authorized vendors participating in the Athol Farmers' Market agree that they are independent operators and not partners or participants in any joint venture, and shall be individually liable for any loss, personal injury, death and/or any damages that may occur as a result of the vendor's negligence or that of its employees, agents, volunteers or associates. All vendors agree to indemnify and save the Athol Farmers' Market, its volunteers and representatives, and the Town of Athol harmless from any loss, costs, damages or other expenses, including attorney's fees suffered or incurred by Athol Farmers' Market by reason of a vendor's negligence or intentional misconduct or that of its employees, agents and associates.

Vendor agrees to save, hold harmless and indemnify Athol Farmers' Market, its agents, members, volunteers and the Town of Athol from and against any and all liabilities, claims, demands, expenses, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature arising out of or in any way connected with the vendor's use and occupancy of the premises, or any of the vendor's activities in the market, or those of vendor's agents, contractors, employees, customers and invitees while on the premises and/or the market.

Vendor agrees that no individual member, volunteer, or agent of the Athol Farmers' Market will have any personal liability with respect to any of the provisions of this Agreement. Under no circumstances shall vendor have a claim or cause of action against any individual member, agent, volunteer of the market with respect to any breach of this Agreement by the market, or for any injury or damage sustained by vendor, its employees, contractors, agents, customers or invitees arising out of or in connection with vendor occupying and/or operating retail business at the premises or in the market. This provision shall inure to the benefit of the Athol Farmers' Market, its successors and assigns and their respective principals.

The Athol Farmers' Market shall be entitled to terminate this agreement, whereupon the vendor agrees to immediately vacate the premises. This termination may take place in the event of the following: failure to pay the reservation; failure to abide by the obligations in this agreement or the vendor application; failure to be open for business as a seasonal vendor, or unannounced absence during the term of this agreement.

Athol Farmers' Market reserves the right at any time during the term of this agreement to relocate the vendor within the market to another space at the sole discretion of the market.

It is recommended that each vendor carry his or her own personal and product liability insurance. Furthermore, vendor vehicle liability insurance is required to cover any damage caused. The vendor acknowledges and agrees that the market shall have no liability for any incidental or consequential

damages, loss of business, or otherwise for terminating this agreement in accordance with the terms set forth above.

Vendors participating in the market agree that their products must be produced as described and that a Market representative may visit the farm or facilities when necessary.

Signature _____ Date

Signature _____ Date

Athol Farmer's Market Approved Product List

- Whole, uncut vegetables, fruits or nuts grown by the vendor from seed, sets or seedlings.
- Vegetable, berry or fruit plants grown by the vendor from seed, seedling, cuttings or division of bulbs and seeds propagated by the vendor.
- Cut flowers or flowering plants grown by the vendor.
- Fresh eggs produced by the vendor's poultry.
- Raw, unprocessed honey produced by the vendor's bees.
- Chicken, beef, pork, lamb, goat, fish or other types of meat. All meat must be processed and handled in accordance with local, state and federal USDA regulations. Vendor must have the appropriate licenses and permits and adhere to all applicable federal, state and local laws, ordinances and requirements for sale of such products.
- Fresh baked goods made from scratch by the vendor. Vendors who sell home-baked goods must have a licensed residential kitchen, or an outside commercial kitchen.
- Plant and animal products grown and crafted by the vendor (soaps, garlic braids, wreaths, herb products, etc).
- Wool, yarn or textile goods crafted from wool from the vendor's own animals.
- Other prepared products, such as items cooked on the premises, jams, jellies, relishes containing items grown or produced locally will be permitted at the discretion of the market manager.
- Any vendor wishing to participate as a reseller must complete a reseller application, and document each product to be sold, along with the name, location and contact information of the producer.

**Athol Farmers' Market
Vendor Application**

Name: _____

Business or Farm Name: _____

Address: _____

City, State, Zip: _____

Phone: _____ Mobile: _____

E-mail: _____

Website: _____

Do you anticipate vending for partial or full year? _____

Acknowledgement of Receipt of Market Rules and Regulations and Contract

I acknowledge that I have received a copy of:

_____ The Athol Farmers' Market Rules and Regulations

_____ The Athol Farmers' Market Contract

I acknowledge that I have read and understand the contents of the documents, and agree that my employees, representatives and I will comply with the published rules and regulations at all times. I understand that failure to comply may result in my expulsion from the market.

Signature _____ Date _____

Signature _____ Date _____

Producer Inventory List

Produce and Farm Products

Products I plan to grow or produce (please include fruits, vegetables, honey, maple products, farm fresh eggs, wool or animal fiber) – PLEASE BE SPECIFIC:

Processed Foods, Meat and Dairy (additional documentation may be required)

Apple cider Jams/Jellies Baked Goods Dairy/Cheese Meat/Poultry/Fish

Other (please be specific): _____

Handmade Arts/Crafts

Jewelry Books/CDs/Media Soaps, Lotions & Body Products Candles

Photographs/Drawings/Paintings Wood Products Textiles, Knits, Fiber Arts

Other (please be specific): _____

Do you grow or produce materials used in your product? Yes, all Yes, some No

Non-Vendor Participants

Information Table Musician/Band Entertainment Other _____
