



Harvard Farmers' Market 2009 Contract

Before applying to the Harvard Farmers' Market, please review and sign the following Market Guidelines Agreement. Please submit your application with your seasonal/weekly fee and signed Market Guidelines Agreement to Harvard Farmers' Market, P.O. Box 307, Harvard, MA 01451. For more information, please contact Market Coordinators by visiting our website at www.harvardfarmersmarket.org.

I. Dates, Hours of Operation, Operating Guidelines and Location

The Harvard Farmers' Market is an outdoor market located in front of the Harvard Elementary School on Massachusetts Avenue in Harvard, MA. The Market will open the weekend of August 22 and will run every Saturday through October, 2009 with the exception of Columbus Day Weekend. Market hours are from 9:00a.m. to 1:00p.m. rain or shine.

The number of Market stalls available is limited by the space available, and will be established by the Board. Priority for market spaces will be as follows:

Reserving space is done on first-respond basis. Vendors who have submitted their application and non-refundable \$175 seasonal fee (\$125.00 if paid in full before May 15, 2009)OR weekly fee of \$25.00, subject to compliance with market guidelines, will have a space reserved for the 2009 season.

In case of multiple registrations for vendors with similar products, the Board reserves the right to select vendors in order to maintain variety for customers.

If the number of applicants exceeds the number of spaces available, the Board shall publish a waiting list, which shall establish priority for new vendors as places become available.

II. Market Rules

1 The Harvard Farmers' Market is a not-for-profit organization, managed by the Harvard Farmers' Market Board of Directors. The mission of the HFM is to encourage and support local, small-scale farmers, gardeners and local food producers by providing a marketing opportunity to sell produce and farm-related items directly to consumers.

2 Our vendors are the growers and producers of the majority of the fruits, vegetables, plants, herbs, flowers, dairy, eggs, baked goods, jellies, jams, honey, baby food, pet food, textiles and/or other approved products they intend to sell at the market. All value-added products and handcrafted items are to be made and/or farmed by the vendor. The HFM Committee shall review and approve all items prior to acceptance of the vendor to the market. No flea market sales operations are to be permitted. Any items that are not in keeping with the mission of the HFM are subject to review and must be agreed upon by the HFM Board. Any disputed issue may be appealed in person to the HFM Board. The decision of the Board shall be final.

3 The majority of all produce and products sold by each vendor at the Harvard Farmers' Market must be grown and/or produced by market vendors in keeping with the HFM mission, rules and guidelines. Any food items/products that fall outside of the HFM mission, rules and guidelines are subject to review and approval by the HFM Board. By signing the Agreement, vendors agree that a representative of the HFM Committee may inspect their farm or facilities to ensure compliance.

4 Sellers of packaged products must have all required permits from the Nashoba Board of Health and/or other state or local venues. All vendors should contact the Nashoba BOH at www.nashoba.org with any questions about what permits are needed. Valid permits must be brought to the HFM each week during Market season. Each vendor is responsible for the compliance of his/her merchandise.

III. Approved Products

All vegetables, flowers, sprouts or herbs grown by the vendor from seed, sets or seedlings.

Any fruits, nuts or berries grown by the vendor.

Any vegetable or berry plant grown by the vendor from seed, seedling, cuttings or division bulbs and seeds propagated by the vendor. Cut flowers or flowering plants may be sold as well.

Fresh eggs produced by the vendor's poultry

Honey produced by the vendor's bees.

Fresh baked goods made by the vendor. Vendors who sell home-baked goods must have a home baking permit obtained by calling the Nashoba Board of Health at www.nashoba.org. Pre-packaged baked goods must be labeled with ingredients to meet applicable federal, state and local laws, ordinances and requirements.

Value-added agricultural products such as jams, salsas, cheese, dried tomatoes and sauces. Value-added products and prepared food items must meet all applicable federal, state and local health regulations and have appropriate permitting.

Chicken, beef, pork, lamb, fish or other types of meat must be slaughtered and handled in accordance with applicable regulations. Vendor must have appropriate licenses and adhere to all applicable federal, state and local laws, ordinances and requirements.

Booths for taking orders for animals or animal products

Plant and animal products grown and crafted by the vendor (soaps, garlic braids, herb salves, wreaths, etc.)

Wool, yarn or goods crafted from wool from vendor's own animals.

IV. Packaged/Value-Added Product Vendors

Value-added products sold at the Harvard Farmers' Market should employ as many local ingredients as possible. **All ingredients must be raised, harvested, prepared for resale, packaged and displayed in accordance with state and local regulations.**

Application approval is dependent upon the needs of the market for variety and balance (to avoid too many bread bakers, not enough salsa vendors, e.g.). Please describe on your application your product, where and how you make it, and what quantities you produce. Do you use ingredients you have grown? Do you use other locally grown ingredients?

Labels for packaged products are required and vendors must have copies of all necessary permits at every market day.

V. Fees and Reservations

All HFM fees will be used to support the promotion and operation of the Market including, but not limited to, the market management and administration, public relations and marketing expenses, market supplies, market fixtures and customary business expenses.

To reserve a space, applications and fees must be received prior to July 1, 2009.

The fee for the 2009 season is \$175.00; applicants who respond prior to May 15th, 2009 will be charged a reduced seasonal fee of \$125.00.

Weekly market participation is available to vendors who have limited product but would like to participate in the market on an occasional basis. Such participation will be possible only if there is space available as determined by the HFM Committee and/or the Market Manager. The fee for occasional, weekly participation is \$25.

Weekly Market participants are required to pay their \$25 fee prior to the opening of the Market Season, and to have all necessary permits with them each week. A wait list will be utilized if necessary; in the event that spaces become available throughout Market season, the wait list will be consulted and the weekly fee will be due prior to opening of Market day.

All fees are non-refundable.

VI. Reservations and Booth Assignments

Vendor's vehicle, if any, canopy and display tables or booths must stay within the allotted space. Vendors may not spill into another space. Every effort will be made to ensure season-long reservations receive the same space each week.

If vendors cannot attend a particular market, they must notify the Market Manager as soon as possible. Refunds are not available to a vendor who is unable to attend. **More than two unannounced absences may result in the vendor losing his/her assigned space.** Spaces will be awarded to the next vendor on the waiting list. Reservation fees will be non-refundable and are not to be reimbursed.

Week-to-week assignments will be made based on space availability and are to be made by contacting the Market Manager. Weekly assignments will be made on a first come, first served basis, subject to the right of the market manager to arrange the various booths in the most effective way for sellers and buyers.

VII. Setup and Parking

Vendors must be on site to set up no earlier than 7:30 a.m. and no later than 8:30 a.m. on Market day. Vendors should keep their displays set up until the close of the market whenever possible. Vendors shall be restricted to selling products during the business hours of 9:00a.m. to 1:00 p.m.

Vendors may not move their vehicles in or out of the market area from 8:30 a.m. until 1:00 pm, other than with approval of the Market Manager. Vendors are independent entities and as such are liable for all applicable insurance.

Vendors must clearly display all applicable licenses.

Vendors are responsible for their own display: tables, umbrellas, scales, tents, etc. .

Vendors must clearly post prices for all items.

Vendors selling by the pound must use and provide their own scale. If you use a scale, it must bear the seal that it has been inspected and approved.

Vendor agrees to carry no other products other than those described in Sections III and IV without the written consent of the Harvard Farmers' Market.

Vendors are required to clean up their own spaces after the close of the market, and to take away their own trash. The HFM will provide trash containers as needed.

The Market Manager has the right to require a vendor to change his or her display if it is deemed to present a safety risk or otherwise does not comply with market rules.

HFM has the right at any time to relocate a vendor to another space at the HFM's sole discretion.

Compliance with Market Standards

Enforcing the above rules will be the responsibility of the Harvard Farmers' Market Committee and Market Manager. The Committee retains the right to limit or revoke any vendor's participation in the HFM. Vendor must be in compliance with all state, local and Board of Health permitting and licensing requirements at all times or participation will be revoked.

The following items are prohibited under all circumstances: firearms, alcoholic beverages, smoking, unleashed pets or items not approved for sale by the Harvard Farmers' Market Committee.

VIII. Agreement

By signing this agreement, participants acknowledge that they have received and read this application and the Harvard Farmers' Market Guidelines Agreement and agree to abide by the guidelines and decisions of the Market, its Committee coordinator, its market manager or other representatives of the Harvard Farmers' Market.

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

Vendor agrees to save, hold harmless and indemnify Harvard Farmers' Market (HFM), its agents, members, volunteers, and the Town of Harvard, 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 of 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 in or on the premises and/or the market.

Vendor agrees that no individual member, volunteer, or agent of HFM shall 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 HFM with respect to any breach of this Agreement by HFM, 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 HFM, its successors and assigns and their respective principals.

HFM 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 fee; failure to abide by the obligations in this agreement; failure to be open for business as a seasonal vendor, or **two or more absences without prior notification to the HFM Market Managers during the term of this agreement.**

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

It is required 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 HFM 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 Harvard Farmers' Market agree that their products must be as described and that a Market representative may visit the farm or facilities when necessary.

Vendor Signature _____ Date _____

Along with your completed application and this signed agreement, please include:

Your payment for seasonal or occasional weekly participation. All payments shall be made by cashier's check or money order, payable to the Harvard Farmers' Market. Given that there is space available, receipt of your application and payment will reserve your space for the 2009 Market season. You will be contacted once your application is received.

Your personal liability insurance covering Harvard Farmers' Market in an amount not less than \$1,000,000 per person per incident and \$1,000,000 aggregate. You shall also carry product liability insurance with coverage limits of not less than \$1,000,000.

Your application package for the 2009 season should include:

1. Completed application
2. This signed contract
3. Your payment for seasonal or occasional weekly participation. (\$125 for applications rec'd before May 15, \$175 for those rec'd after). All payments shall be made by check or money order, payable to the Harvard Farmers' Market.
4. Any applicable permits. For information, contact the Nashoba Board of Health 978-772-3335.
5. A copy of your personal liability insurance covering Harvard Farmers' Market in an amount not less than \$1,000,000 per person per incident and \$1,000,000 aggregate. Businesses should carry product liability insurance with coverage limits of not less than \$1,000,000. Please name additional owner's insurance with Harvard Farmers' Market, its volunteers, committee members and Town of Harvard as additionally insured.

Please mail all correspondence to:

The Harvard Farmers' Market

PO Box 307

Harvard, MA 01451