

Harvard Farmers' Market 2011 Contract Agreement

Thank you for your interest in the Harvard Farmers' Market. This contract outlines our policies and procedures for the 2011 Market season. As part of the application process, we require that a hard copy of the following be submitted by mail to: The Harvard Farmers' Market, P.O. Box 307, Harvard, MA 01451:

1. Completed contract- initialed at **'s and signed
2. Completed application
2. A check for your full-season or weekly fees to HFM
3. Copies of applicable permits and insurance paper work

Upon receipt of your packet, you will be sent a confirmation of a booth space for the coming season. For additional information or if you have any questions, please contact info@harvardfarmersmarket.org.

I. Dates, Hours of Operation, Location, Vendor Selection Guidelines

The Harvard Farmers' Market is an outdoor farm-based market located in front of the Hildreth Elementary School (formally Harvard Elementary School) at 27 Massachusetts Avenue in Harvard, MA. The 2011 Market will open for its 5th season on Saturday, August 13, 2011 and will run every Saturday through October 29, 2011 (except October 15). Market selling hours are from 9:00 a.m. to 12:00 p.m. Vendors are expected to be present every week for which they signed up, unless notified by a Market Manager that the Market will be closed due to inclement weather.

The number of Market booths available for the 2011 season is limited. Market spaces will be assigned by the Board as follows:

Spaces are assigned on a first-come, first-serve basis. Vendors who have submitted their application and included the non-refundable \$225 seasonal fee, OR full payment of weekly fees of \$25.00/week, will be given priority for a Market space for the 2011 season. Returning vendors and vendors from the Town of Harvard will be given first priority.

In the case of multiple applications for similar products, the Board reserves the right to select vendors to maintain variety for customers.

If the number of applicants exceeds the number of spaces available, the Board shall notify those who are placed on a waiting list. If spaces become available, priority will be based on a) date application was received, and b) balanced Market product offerings.

II. Market Organization, Vendor and Product Guidelines

The Harvard Farmers' Market (HFM) is a non-profit, 501c3 organization, managed by the Harvard Farmers' Market Board of Directors. The mission of the Market is to encourage and support local, small-scale farmers, gardeners and local food producers by providing a marketing opportunity to sell produce, food, and farm-related items directly to consumers.

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 must be farm-based, and either made by the vendor or locally farmed.

The HFM Board shall review and approve all items listed on the application prior to acceptance to the Market. A vendor adding new items during the season must first have approval from Market management before item(s) can be displayed for sale. **No flea market sales operations are permitted.**

Vendor items falling outside of the Market's mission stated above are subject to review and acceptance by the HFM Board. Any disputed issue may be appealed in person to the HFM Board. The decision of the Board shall be final. Vendors agree to offer no products other than those described in Section III without the written consent of the Harvard Farmers' Market.

** _____ *Applicant's initials*

The majority of all produce and products sold by each vendor at the Market must be grown and/or produced by the vendors in keeping with the HFM mission, rules and guidelines. By signing this contract vendors agree that a representative of the HFM Board may inspect their farm or facilities to ensure compliance.

Vendors of certain products (see section 3) are required to obtain appropriate permits from the Nashoba Board of Health (BoH) and/or other state or local venues. All vendors should contact the Nashoba BoH at www.nashoba.org or 978-772-3335 with any permit questions. Valid permits must be brought to the HFM each week during Market season. ** _____ *Applicant's initials*

Pre-packaged baked goods must be labeled with all ingredients in accordance with applicable federal, state and local laws, ordinances and requirements. Copies of applicable permits must be brought to each Market day and either posted in a prominent place within the view of managers or available upon request.

The vendor must comply with food safety regulations governing storage, display and transportation.

Certified products (Organic, Mass Grown, USDA Certified, etc.) must be clearly labeled as such. No products may be labeled "Organic" without proof of valid organic certification.

Vendors may take orders at their booths for items approved by the HFM Board and sold in accordance with all local, state and federal regulations, where applicable. Said items are to be delivered to the buyer the following Market Saturday.

In an effort to avoid redundancy in products being sold and to offer our patrons a well-balanced Market, application approval is dependent upon the immediate needs of the Market.

NOTE: When applying, please describe in detail the information as requested on the HFM application.

**** Any weekly vendor who has not submitted an application before selling must contact info@harvardfarmersmarket.org to request a space prior to each week she or she would like to sell at the market. Weekly spaces will be approved based on space available, which may differ from week to week. This clause excludes families selling at the Community Table.**

III. Approved Products- The following are approved for sale by the HFM:

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

All fruits, nuts or berries grown by the vendor

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

Fresh eggs produced by the vendor's poultry

Honey produced by the vendor's bees.

Chicken, beef, pork, lamb, fish or other types of meat. All meat must be processed and handled in accordance with local, state and federal 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.

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.

Value-added. "prepared" products, such as soups, salsa, hummus, olives, etc. Such prepared products should include as many local ingredients as possible. **All ingredients must be raised, harvested, prepared for resale, packaged (with ingredients label) and displayed in accordance with federal, state and local regulations.**

Fresh baked goods made from scratch by the vendor. Vendors who sell home-baked goods must have a home baking permit obtained by contacting the Nashoba BoH at 978-772-3335 or www.nashoba.org.

IV. Fees and Reservations

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

The HFM will begin accepting applications on March 1, 2011. To reserve a space, your application, contract and fees must be received prior to June 1, 2011. The fee for the full 11-week 2011 Market season is \$225.00.

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 is allowed when there is space available as determined by the HFM Board/Market Manager. The fee for occasional, weekly participation is \$25 per week, and when possible, the vendor should submit an application via mail along with full payment for all weeks attending.

****All fees – seasonal and weekly – are non-refundable. _____ Applicant's initials**

V. Booth Assignments and Regulations

Market selling spaces measure approximately 12'x12'. One vehicle (if applicable/approved), one canopy/tent (no larger than 10' x 10') and the display tables of each vendor, which must stay within the boundaries of the allotted space and may not encroach into another vendor's space. Every effort will be made to ensure that full season vendors are assigned to the same space each week.

No electricity is available at the Market for cooking or cooling products. No generators are allowed on the premises.

If a vendor cannot attend a particular Market day, he/she must notify a Market Manager as early as possible, and no later than the Friday before the Market. Vendors may not sublet their Market space at any time during Market season.

**** Unannounced, consecutive absences may result in the vendor losing his/her assigned space. ** _____ Applicant's initials**

Vendors who are signed up on a week-to-week basis will be assigned a space upon arrival to the Market, based on availability and product mix that week.

**** If the weekly vendor has not submitted an application beforehand, then he or she must contact info@harvardfarmersmarket.org prior to Market day to reserve a space.**

VI. Equipment, Setup and Vehicles

Vendors must be on site to set up no earlier than 7:45 a.m. and no later than 8:30 a.m. on Market day. All vehicles must be out of the traffic circle **no later than 8:45 a.m.** Vendors are required to keep tents and displays set up until the close of the Market (12 pm). Vendors shall be restricted to selling products during the business hours of 9:00 a.m. to 12:00 p.m.

The Harvard Police Department prohibits vendors from moving their vehicles in or out of the Market area from 8:45 a.m. until 12:05 pm. In an emergency situation the vendor must first obtain authorization from a Market Manager.

Vendors not approved to park vehicles in the selling area will park at the back of the HES after unloading. This will allow patrons to access the Market from on-street parking.

Vendors MUST weight tents, signs and tables at every set up to prevent them from moving or tipping in the event of gusty winds. A vendor will be asked to take down any set-up that appears to present a risk, or does not comply with other Market rules.

** _____ *Applicant's initials*

Vendors are independent entities and as such are liable for all applicable insurance.

Vendors must have all applicable licenses/permits on the premises each Market day.

** _____ *Applicant's initials*

Vendors are responsible for their own sales, set-up and display: tables, umbrellas, scales, tents.

Vendors must clearly post prices for all items.

Vendors selling by the pound must use and provide their own scale. All scales must bear an updated seal reflecting that it has been inspected and approved for accuracy.

Vendors are required to clean up their own spaces after the close of the Market, and to take their own trash off the Market premises. No vendor trash is to be placed in the HFM trash receptacles.

** _____ *Applicant's initials*

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

VII. Compliance with Market Standards

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

** _____ *Applicant's initials*

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 Board.

** _____ *Applicant's initials*

In the case of a dispute regarding Market operations, products or communications, vendors are invited to bring the dispute in writing to the Market Board for consideration and/or resolution.

VIII. Agreement

By signing this agreement, and initialing above where required, participants acknowledge that they have received and read this application and the Harvard Farmers' Market Guidelines and agree to abide by the guidelines and decisions of the Market, its Board, Market Manager or other assigned 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, volunteers and associates. All vendors agree to indemnify and save the Harvard Farmers' Market, and its volunteers, the Farmers Market Board 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 an unannounced absence 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 _____

Printed Name: _____

Market Manager Signature _____ Date _____

Your application package for the 2011 HFM season should include:

1. This contract, initialed and signed
2. Your completed application
3. Full payment for seasonal or weekly participation. All payments shall be made by check or money order, payable to the Harvard Farmers' Market.
4. Copies of all applicable permits. For information on permits needed, contact the Nashoba BoH at 978-772-3335 or www.nashoba.org.
5. A copy of your personal liability insurance covering you at the 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 mail all correspondence to:
The Harvard Farmers' Market
PO Box 307
Harvard, MA 01451

Questions? Comments? Please email them to info@harvardfarmersmarket.org