

MEDFORD FARMERS MARKET 2021: APPLICATION AND INVENTORY LIST

When: **Thursdays, 3-7pm June 3 to October 14, 2021**

Where: **Condon Shell, 2501 Mystic Valley Pkwy, Medford, MA 02155** - 20 Weeks Total
medfordfarmersmarket.org | medfordfarmersmarket@gmail.com

The Application, Registration Fee, and all other relevant items (see page 2) must be received by the Market no later than May 15, 2021. Board of Health paperwork and \$75 BOH fee must be received by May 1, 2021.

Please submit your completed materials and a check made payable to “Medford Farmers Market” to Medford Farmers Market, % Mike Quinn, 16 Hatch Rd, Medford, MA 02155.

EARLY-BIRD DISCOUNT: For all Corporate and Core vendors who register and pay in full by April 1, 2021, we will waive your registration fee. That’s a discount of \$300 for Corporate vendors and \$50 for Core vendors.

2021 MARKET FEE SUMMARY

Vendor Class	Registration Fee	Weekly Table Fee	Total Season Fee (registration + weekly fees)	Discounted Total, after EARLY-BIRD DISCOUNT
Corporate (full-time vendor reg. for 20 wks w/ gross annual rev of \$1 mil+)	\$400	\$45	\$1,300	\$900
Core (full-time vendor registering for 20 wks)	\$50	\$25	\$550	\$500
Half-Core (part-time vendor reg. for 2+ wks)	\$50	\$35	\$120 to \$715, for 2 to 20 weeks	n/a
One-Time Vendor	\$0	\$60	n/a	n/a

2021 MARKET FEE PAYMENT SCHEDULE

(for vendors not paying 100% in advance)

Vendor Class	1st Payment Due 5/15/21	2nd Payment Due 7/1/21	3rd Payment Due 8/15/21
Corporate	\$434	\$433	\$433
Core	\$184	\$183	\$183
Half-Core	\$120 (Registration plus 2 weeks table fees)	(Due minimum 1 week before next market attendance date)	
Board of Health (BOH) Fee: Due 5/1/21	You may send us the BOH form with a \$75 check made out to “City of Medford Board of Health.” (This is a once-per-season fee required by the city for any vendor selling processed foods or providing free samples of their foods.) We will deliver the documentation and payment to the BOH for you. Completed BOH forms and BOH Payment are due by 5/1/21 .		

By submitting this Application, the undersigned Vendor acknowledges that it has read and understood the attached Medford Farmers Market 2021 Rules and Regulations, and agrees that Vendor, its employees and agents will comply with them in all respects at all times. Vendor further agrees to abide by the decisions of the Market, its officers, directors, agents and/or employees regarding the

interpretation and enforcement of any provision of the Rules and Regulations. Vendor specifically understand that, in consideration for processing this Application, the undersigned waives any and all rights to pursue any civil or criminal process against the Market, its officers, directors, agents and/or employees as relates to any decisions and/or action taken in interpreting or enforcing the Rules and Regulations by the Market, its officers, directors, agents and/or employees. Vendor understand that by submitting this application, Vendor is waiving legal rights that it may have as described above, and Vendor does so voluntarily.

Please include the following required items with your application:

INVENTORY LIST: Please complete the attached Inventory List of products the Vendor intends to sell at the Market.

HEALTH PERMIT: Enclose a copy of your commercial or residential kitchen permit from your local health department for any processed foods you intend to sell at the Market. Please note that it is your responsibility to investigate and secure any and all permits that you may need to sell your product at the Market. **Please educate and prepare yourself before sending in this application.**

CERTIFICATE OF LIABILITY INSURANCE: Enclose a copy of your \$1,000,000 minimum coverage general comprehensive liability policy which will cover you FOR THE SEASON at the Market.

Signed as a sealed instrument this _____ day of _____, 2021.

Signature: _____

Print Name: _____

Title: _____

COMPLETE ALL INFORMATION BELOW:

Vendor Name: _____

Vendor Contact: _____

Address: _____

Telephone _____ Email _____

Class of Vendor Requested: _____ Corporate _____ Core _____ Half-core _____ One-Time

Total Registration/Table Fees Submitted Herewith: \$ _____

May the Medford Farmers Market use photos of your staff and your products online for promotional purposes? _____ Yes _____ No

Half Core & One-Time Vendors: Please list requested dates of participation.

MEDFORD FARMERS MARKET 2021 INVENTORY LIST

Vegetables:

<input type="checkbox"/> Asparagus	<input type="checkbox"/> Beans-Dried	<input type="checkbox"/> Beans-Fresh
<input type="checkbox"/> Beets	<input type="checkbox"/> Broccoli	<input type="checkbox"/> Cabbage
<input type="checkbox"/> Carrots	<input type="checkbox"/> Cauliflower	<input type="checkbox"/> Celery
<input type="checkbox"/> Corn	<input type="checkbox"/> Cucumbers	<input type="checkbox"/> Eggplant
<input type="checkbox"/> Greens-Collard	<input type="checkbox"/> Greens-Mustard	<input type="checkbox"/> Greens-Turnip
<input type="checkbox"/> Kale	<input type="checkbox"/> Lettuce	<input type="checkbox"/> Onions
<input type="checkbox"/> Peas	<input type="checkbox"/> Peppers-Sweet	<input type="checkbox"/> Peppers-Hot
<input type="checkbox"/> Potatoes	<input type="checkbox"/> Pumpkins	<input type="checkbox"/> Radishes
<input type="checkbox"/> Scallions	<input type="checkbox"/> Spinach	<input type="checkbox"/> Squash
<input type="checkbox"/> Sweet Potatoes	<input type="checkbox"/> Tomatoes	<input type="checkbox"/> Turnips
<input type="checkbox"/> Other _____		

Fruits, Berries, Melons:

<input type="checkbox"/> Apples	<input type="checkbox"/> Blackberries	<input type="checkbox"/> Blueberries
<input type="checkbox"/> Cantaloupe	<input type="checkbox"/> Honeydew	<input type="checkbox"/> Nectarines
<input type="checkbox"/> Peaches	<input type="checkbox"/> Pears	<input type="checkbox"/> Plums
<input type="checkbox"/> Raspberries	<input type="checkbox"/> Strawberries	<input type="checkbox"/> Watermelons
<input type="checkbox"/> Other _____		

Herbs:

<input type="checkbox"/> Basil	<input type="checkbox"/> Chives	<input type="checkbox"/> Mint
<input type="checkbox"/> Oregano	<input type="checkbox"/> Parsley	<input type="checkbox"/> Rosemary
<input type="checkbox"/> Sage	<input type="checkbox"/> Thyme	
<input type="checkbox"/> Other _____		

Ornamental Crops:

<input type="checkbox"/> Bedding Plants	<input type="checkbox"/> Cut Flowers	<input type="checkbox"/> Hanging Plants
<input type="checkbox"/> Mums	<input type="checkbox"/> Wild flowers	
<input type="checkbox"/> Other _____		

Other Food Products:

<input type="checkbox"/> Apple Cider (nonalcoholic)	<input type="checkbox"/> Baked Goods-Savory	<input type="checkbox"/> Baked Goods-Sweet
<input type="checkbox"/> Breads	<input type="checkbox"/> Cheese	<input type="checkbox"/> Coffee/Tea
<input type="checkbox"/> Eggs	<input type="checkbox"/> Fish	<input type="checkbox"/> Honey
<input type="checkbox"/> Ice Cream	<input type="checkbox"/> Jam/Jelly	<input type="checkbox"/> Juice
<input type="checkbox"/> Maple Syrup	<input type="checkbox"/> Meat-Beef or Pork	<input type="checkbox"/> Milk
<input type="checkbox"/> Pasta	<input type="checkbox"/> Poultry	<input type="checkbox"/> Wine or Cider (alcoholic)
<input type="checkbox"/> Prepared hot food (explain): _____		
<input type="checkbox"/> Other _____		

Services (Please describe): _____

Artists/Crafters (Please describe your inventory): _____

Amenities

 (Please check all of the following items **that you plan to bring to the market**):

<input type="checkbox"/> Electric warmer	<input type="checkbox"/> Cooler/s	<input type="checkbox"/> Freezer
<input type="checkbox"/> Other _____		

Will you need electricity? Yes No

MEDFORD FARMERS MARKET 2021

MARKET RULES AND REGULATIONS

I. Market Requirements

A. Registration: All Vendors are required to register with the Medford Farmers Market (the "Market"). The Market offers three levels of vendor participation, as follows:

Corporate Vendors:

- i. A Corporate Vendor shall be defined as any Vendor with a gross annual revenue of \$1 million or greater.
- ii. Corporate Vendors are vendors who intend to participate in the Market for the entire 20-week season. There is a per-season registration fee for Corporate Vendors of \$400.00.
- iii. Corporate Vendors pay \$45.00/week in table fees for table space throughout the season.
- iv. Corporate Vendors have the option of paying all registration fees and table fees in advance of the start of the season. Corporate Vendors who pay in full for the entire market season on or before May 15, 2021, will receive a credit equal to the registration fee, or \$400.00 total, reducing the total fees for the season from \$1,300.00 to \$900.00.
- v. If weekly table fees are not paid in full prior to the start of the season, weekly table fees shall be due and payable as follows: Initial Fee in the amount of \$417.00 due on or before May 15; subsequent installments of \$417.00 due on July 1 and \$416.00 due on August 15, 2021, respectively.

Core Vendors:

- i. Core Vendors are vendors who intend to participate in the Market for the entire 20-week market season. There is a per season registration fee for Core Vendors of \$50.00.
- ii. Core Vendors pay \$25.00/week in table fees for table space throughout the season.
- iii. Core Vendors have the option of paying all registration fees and table fees in advance of the start of the season. Core Vendors who pay in full for the entire market season on or before May 15, 2021, will receive a credit equal to the registration fee, or \$50.00 total, reducing the total fees for the season from \$550.00 to \$500.00.
- iv. If weekly table fees are not paid in full prior to the start of the season, weekly table fees shall be due and payable as follows: Initial payment (which includes registration fee) in the amount of \$184.00 due on or before May 15; subsequent installments of \$183.00 due on July 1 and August 15 respectively.

Half-core Vendors:

- i. Half-core Vendors are vendors who will not participate less than every week in the Market. There is a per season registration fee of \$50.00.
- ii. Half-core Vendors pay \$35.00/week in table fees for each week of participation in the market.
- iii. Half-core Vendors shall submit an Initial Registration Fee of \$120.00, due and payable on or before May 15, 2021, which Initial Registration Fee shall include the per season registration fee of \$50.00 and the first two weeks of table fees at \$35.00 each. Weekly table fees for any weeks beyond the initial two weeks of participation shall be due and payable in advance, to be paid to the Market Manager no less than one week prior to the market day on which the Vendor wishes to operate.
- iv. Half-Core Vendors may reserve spots on as many dates as are available in advance as long as all dates are paid for in full at the time of reservation.

- B. Payments:** Vendors shall be responsible for making payments on or before the schedule set forth in Section I.A., above. All payments should be mailed to the market address on page one of this contract. In the event that a Vendor shall not make payments according to such schedule, the Vendor will not be permitted to attend the market until such payments are made. In the event that a Vendor chooses to stop attending the market, such Vendor's fees will be calculated on a prorated basis, **plus an administrative charge of ONE HUNDRED (\$100.00) DOLLARS**. In the case of payments by check, payments are considered pending until the transfer of funds is verified, and if any check does not clear, Vendor will pay an additional **THIRTY (\$30.00) DOLLARS** to cover bank fees and additional administrative time.
- C. Late Fees:** Payment of Market fees must be postmarked or hand-delivered to the Medford Farmers Market by the due date. Late payments will be subject to the following schedule of late fees:
 - 1 – 7 days late: \$50
 - 8 – 15 days late: \$100
 - 16 or more days late: \$100 additional per week
 Any Vendor making a late payment may be subject to denial of participation in the Market at the Market Manager's discretion.
- D. Spaces:** Each Vendor shall be designated a 10' x 10' table space. Vendor spaces will be assigned by the Market Manager in consultation with Vendors and the Board of Directors of the Medford Farmers Market (the "Board") based on tradition, balance and fairness, with priority given to Corporate and Core Members who have paid all registration and table fees for the market season in advance.

II. Terms and Conditions of Sales

- A. Application:** All Vendors desiring to sell items at the Market will submit a completed Medford Farmers Market Application and Inventory List ("Application") on the form attached hereto. Each Vendor must sign a statement indicating that they have read, understood, and agree to abide by these Market Rules and Regulations. The Market Manager, in consultation with the Board, reserve the right to accept or decline any application from any Vendor to participate at the Market, at the sole and absolute discretion of the Market Manager and the Board.
- B. Inventory List:** The Application shall include an Inventory List of items to be sold at the Market ("List"). The submitted List will be examined at the time of application review and the Market Manager and/or the Board may approve, modify or deny the List, in their sole and absolute discretion. Vendors approved to sell at the Market may only sell items from their List. If the Market Manager and/or Board do not respond within seven (7) days to any List submitted by a Vendor, the List shall be deemed to be approved.
- C. Amended Inventory:** In the event that a Vendor would like to modify his/her List, an amended List must be submitted for approval by the Market Manager and/or the Board. New items identified on the amended List may not be sold prior to such approval of the amended List. If the Market Manager and/or Board do not respond within seven (7) days to any amended List submitted by a Vendor, the amended List shall be deemed to be approved.
- D. Products:** We accept Vendors selling New England-grown or produced items that meet all applicable federal, state, and local rules and regulations and have been approved by the Market Manager. Products that may be offered include:

1. Fresh fruits
2. Fresh vegetables and herbs
3. Plants and flowers
4. Dairy products
5. Poultry and meat products
6. Breads and other baked goods
7. Specialty food products (e.g., cider, honey, maple syrup)
8. Processed foods (e.g., jams, jellies, candies)
9. Wine and cider
10. Arts/Crafts/Jewelry

A Vendor may petition the Board in writing for a waiver to sell additional products. Any decision on whether to grant such a waiver shall be made by the Board in its sole and absolute discretion. The Board shall refer to the rules of the Federation of Massachusetts Farmers Markets as guidance for any such decision, provided that the Board shall not be bound by such rule. Any decision to grant a waiver shall apply only to the petitioning Vendor, and shall not apply to any other Vendor at the Market.

- E. **Quality:** All items offered for sale at the Market must be first quality, unless they are expressly posted as “seconds.”
- F. **Processed Foods:** All processed foods should comply with the requirements set forth by federal, state and local laws. Any Vendor that intends to sell processed foods at the market must provide the Market with a copy of its commercial or residential kitchen permit from its local health department for such processed foods prior to selling any such products at the Market.
- G. **Weights:** Items may be sold by the pound, bunch, piece, or measured container.
- H. **Scales:** Scales utilized at the Market must be inspected and sealed annually by the Sealer of Weights and Measures and certified by the City of Medford. Upon request, any Vendor shall promptly produce evidence that all scales used at the Market have been so sealed and inspected.
- I. **Insurance:** The Market shall maintain a liability insurance policy through the Federation of Massachusetts Farmers’ Markets. All Vendors must also have their own insurance to cover the extent of their operations and liabilities at the Market, and prior to operating at the Market, shall provide a copy of a Certificate of Insurance evidencing such insurance coverage to the Market Manager.
- J. **Compliance with Laws:** Vendors are required to comply with all federal state and/or local laws and regulations.

III. Prices and Signs

- A. Prices for all items for sale shall be posted clearly on a sign at each Vendor’s assigned selling area in the Market. No item shall be sold unless its price is clearly displayed.
- B. Prices for items shall be established only by individual Vendors.
- C. Collusion among Vendors to raise or lower prices, or to exert pressure or persuasion to cause

any Vendor to increase or decrease selling prices is prohibited.

- D. Each Vendor must post the name and location of his/her farm or business at his/her assigned selling area in the Market. Each vendor must also post the source of any products not produced or grown directly from their business location.

IV. Daily Operation

- A. If a Vendor cannot attend the Market for any market day, the Vendor must notify the Market Manager by email at least 24 hours in advance. If a Vendor fails to provide at least 24 hours advance notice, the Vendor will be responsible for all table fees for that week. In case of a last minute emergency, Vendor should notify the market manager of absence from the market by 10:00 AM on market day.
- B. Vendors shall arrive no earlier than 1:30 PM and no later than 2:30 PM to set up displays. A \$25 fee will be charged to Vendors arriving after 2:45 PM (at the market manager's discretion).
- C. Selling at the Market shall begin promptly at 3:00 PM, and no selling may take place before this time. All Vendors must complete setup before the Market's start at 3:00 PM.
- D. Vendors must agree to sell for the entire market day. In the event that a Vendor sells out its entire inventory before the end of the market day, the Vendor shall nonetheless remain at the market until the end of the market day to preserve the appearance and integrity of the Market.
- E. Vendors must vacate the selling area no later than 7:30 PM and all clean up must be completed prior to that time.
- F. No Vendor shall engage in solicitation, collection drives, political or religious activities in the market. No loud hawking of items is allowed.
- G. Vendors must keep the vicinity in and around their selling area clean at all times and remove all refuse and unsold items at the end of each market day.
- H. Vendors must provide an approved trash receptacle when selling ready-to-eat items.
- I. Vendors must be courteous to other Vendors and to the public at all times. Vendors and their agents, employees and representatives must maintain a neat and clean personal appearance at all times.
- J. No Vendor shall smoke tobacco, drink alcohol, and/or possess or use any controlled substance while at the Market.
- K. The Medford Farmers Market is a "rain or shine" market. However, if dangerous weather is forecasted, the Market Board of Directors can decide to cancel a market. This decision will be made by 10:00 AM on market day and all Vendors will be notified at that time.

V. Grievances

- A. In the event of a dispute regarding any aspect of the Market, the Market Manager shall make a decision. Any failure to abide by the Market Manager's decision may be sufficient grounds for excluding the Vendor from the Market.
- B. A Vendor may file an appeal from the Market Manager's decision, in writing, to the Board. Any appeal must be filed in writing with the Board within ten (10) days of a decision by the Market Manager.
- C. Upon receipt of an appeal, the matter will be reviewed expeditiously.
- D. Alternatively, at the Market's sole discretion, the Market may make arrangements with the Massachusetts Office of Dispute Resolutions or a similar organization to process complaints.
- E. The Board will take no more than ten (10) days from receipt of the appeal to make its decision, which decision shall be made in the Board's sole and absolute discretion. During this time, the Vendor must adhere to the original decision of the Market Manager with no right to restitution for any losses.

VI. Miscellaneous

- A. **Compliance with Rules:** Cooperation is expected. Vendors shall comply with these Market Rules and Regulations at all times. Vendors must be willing and able to cooperate with the Market Manager, the Board, and with the other Vendors, many of whom may be direct competitors. Any Vendor who does not follow the rules, or who regularly shows an inability or unwillingness to cooperate, or is otherwise disruptive of the day to day activities of the Market, may be temporarily or permanently evicted from the Market, at the sole and absolute discretion of the Board.
- B. **Inspections:** Vendors must permit inspection of their farms/operations to verify compliance with these Market Rules and Regulations. Upon the complaint of two Vendors, or one Vendor and the Market Manager, any Vendor will permit a visit by the complaining parties, along with a representative of the Federal of Massachusetts Farmers Markets and/or the Massachusetts Department of Food and Agriculture, within 72 hours of the complaint, to the farm or operation alleged to be in violation. In the event that a violation is found, the violating Vendor may be subject to a penalty or suspension from the Market, at the sole and absolute discretion of the Board.
- C. **Management:** The Market Manager is the official manager of the Market. If problems arise, the Market Manager, upon consultation with the Vendors and the Board, will settle all disputes. In the interest of promptness, decisions on any questions by the Market Manager shall be final, except as set forth in Section V, above.
- D. **Donations:** Vendors are encouraged to donate goods at the end of the Market to be collected for local food pantries and meal programs.
- E. **New Vendors:** Participation in the Market is limited by space. The Market Manager will keep a list of vendors who want to participate in the Market. In the event spaces become available, the Market Manager in consultation with the Board will select vendors to participate from the pool of available applicants, in their sole discretion.

- F. **Indemnification:** By signing the Application, Vendor agrees that Vendor will indemnify and hold harmless the Medford Farmers Market, the members of the Board, the Market Manager, all agents, and/or employees of Medford Farmers Market from any and all claims and liabilities arising or allegedly arising from Vendor's negligent or intentional conduct. Vendor understands that this means that Vendor will be responsible for reimbursing the above organization and individuals for any judgment against them, any settlement made by them in good faith, and any attorney's fees incurred by them in defending or settling any claim against them, which arises or allegedly arises as the result of Vendor's negligent or intentional conduct.
- G. **Applicable Law/Waiver/Severability:** These Medford Farmers Market Rules and Regulations shall be governed by the laws of the Commonwealth of Massachusetts. If any provision of these Rules and Regulations shall to any extent be held invalid or unenforceable, then only such provision shall be deemed ineffective and the remainder of these Rules and Regulations shall not be affected. No delay or omission on the part of the Market Manager or the Board to exercise any right hereunder shall operate as a waiver of such right or any other right; and a waiver on one occasion shall not be a bar to or waiver of any right on any other occasion.