



2011 Rules of Operation

ABFM: Real Food from Real People

MISSION

The mission of the Acton-Boxborough Farmers Market (ABFM) is to showcase local sustainable agriculture and promote organic practices; to educate the public on food and agriculture topics; to provide for direct, informed relationships between farmers and consumers; and to benefit local farmers and the local economy, as well as public health, community vitality, and regional environmental and economic sustainability.

ABFM MARKET PRINCIPLES

The ABFM Leadership Board (LB) chooses each season's Vendors on the bases of market needs and these criteria:

- strong preference for locally grown and/or produced crops and products
- optimal diversity and mix of products (no guarantees of exclusivity of products are made or implied)
- preference for organic and/or environmentally responsible practices and products/ingredients
- preference for animal products from animals that are sustainably raised and/or harvested, and humanely handled and/or processed
- preference for whole, rather than highly processed, foods (concession-style foods and ready-to-eat meals are not permitted)

ABFM 2011 RULES OF OPERATION

PRODUCTS

- All produce and products sold by an ABFM Vendor must be grown and/or produced by the Vendor, except for Secondary Products that may be eligible for sale at the market (please see the Secondary Products section that follows for more information). An ABFM LB member and/or representative may visit a Vendor's (or Secondary Producer's) farm or production facility during business hours, at the LB's discretion.
- Vendors selling value-added products* should source locally as many constituent ingredients as possible; value-added products must be made by the Vendor. All ingredients must be raised, harvested, prepared for resale, packaged, and displayed in accordance with federal, state, and local regulations.
- Vendors may take orders for their products; all ABFM 2011 Rules of Operation apply.

* *Value-added products are defined as raw agricultural products changed into something new through any process that differentiates them from the original raw commodities.*

SECONDARY PRODUCTS

A Secondary Product is defined as a product grown or produced not by the ABFM Vendor, but by another local producer (e.g., a neighbor who produces maple syrup from her own trees). All Secondary Products require prior approval from the ABFM LB, obtained through the use of the Secondary Product Request form.

- To be eligible for approval, Secondary Products must be grown or produced locally to the ABFM location by a producer personally known to the ABFM Vendor.
- Secondary Products are limited to a total of four (4) per ABFM Vendor, and are not to exceed 30 percent of the total products offered by that Vendor. For ABFM purposes, a "product" is a general category, i.e., "apples" would be considered one product even if more than one variety is offered. The ABFM LB reserves the right to define what constitutes a single product.
- All Secondary Producers and Secondary Products are subject to the ABFM 2011 Rules of Operation, and must meet all federal, state, and local laws, ordinances, and requirements. All Secondary Products must be covered by the Vendor's, or the Secondary Producer's, product liability insurance; proof of same must be submitted to the LB prior to a board decision on such product(s).
- Any Secondary Product sold at market must be clearly labeled with the Secondary Producer's name (or farm name) and farm or production facility location.

- The ABFM Vendor and Secondary Producer must mutually agree on the terms by which any Secondary Product is brought to market, displayed, and sold. Though the ABFM bears no responsibility for such agreements, the ABFM 2011 Rules of Operation supersede the terms of such agreements.

VENDOR PARTICIPATION

The ABFM Market Manager is responsible for all activities at the market, and will enforce all rules and regulations. Vendors must comply with her/his requests or directives; disregard of market rules or regulations, or disrespectful conduct will result in review by the ABFM LB. Any disputed issue may be appealed in person to the Leadership Board; the decision of the LB will be final. If a Vendor has any problems, questions, or concerns during the market, he/she is encouraged to talk to the Market Manager.

- Vendors may join the ABFM as either seasonal or per-diem participants.
- The ABFM is an all-weather market; Vendors are expected to participate "rain or shine." In the event of extreme weather, the Market Manager will notify Vendors of market cancellation.
- Formal Vendor application review and selection for the ABFM 2011 season will begin on March 1, 2011. To be considered for ABFM 2011 participation, please submit the following:
 - a completed and signed ABFM 2011 Vendor Application
 - a copy of your Acton Health Department Temporary Food Permit (if applicable)
 - a copy of the coverages page of your personal or business liability insurance, indicating coverages as designated in the Permits/Licenses/Insurances section of this document
 - your payment for seasonal or per-diem participation (\$175 for seasonal participation; \$95 for alternate-week participation; \$20 per market day for per-diem participation); please make all payments by check or money order, payable to the Acton Boxborough Farmers Market; your check will be cashed once you are accepted as a 2011 ABFM Vendor
 - any Secondary Product Request forms and evidence of product liability for requested Secondary Products
- Vendors who are not initially accepted as 2011 ABFM participants may request to be placed on our Vendor Availability List; placement on the list is at the discretion of the Leadership Board. If, during the market season, a Vendor stall becomes available for a specific date, the Market Manager may offer that day's available stall to a Vendor from the Vendor Availability List.
- All Vendors must comply with the ABFM 2011 Rules of Operation. The ABFM reserves the right to revoke or deny market participation to any Vendor at any time.

Seasonal, Alternate-Week, and Per-Diem Participation

- Seasonal Vendors participate in every market day during the season. Alternate-Week Vendors participate every other week during the ABFM season. Per-diem participation is available to Vendors who would like to participate in the market on an occasional basis, and is limited to no more than four (4) market days per season. Frequency and scheduling will be at the discretion of the LB.
- Stall sharing, by two smaller Vendors, is permissible for seasonal or per-diem participants, on a 50-50 basis. Each prospective Vendor must submit his/her own application materials, but both sets should be submitted together. One Vendor must be the primary communication and fiscal contact with ABFM; both Vendors must be present at market.

Stall Size and Fees

- Stall areas are 10' x 10'. The seasonal stall fee is \$175, for alternate-week participation, \$95, and for per-diem participation, \$20 per market day. All fees are nonrefundable once a Vendor is accepted to the ABFM. No stall is considered reserved until payment for it has been received by the ABFM.

Attendance

- Vendors must attend market days for which they are enrolled. Failure to show up for market (in the absence of approved extenuating circumstances) carries the following consequences:
For per-diem and alternate-week Vendors: one unapproved absence may result in revocation of your market participation for the balance of the season. **For seasonal Vendors:** two unapproved absences may result in revocation of your market participation for the balance of the season.
- To request approval of an absence due to extenuating circumstances, Vendors must contact the ABFM Coordinator(s) at 978.727.7284 — with as much advance notice as possible and at least 24 hours prior to the start of that week's market. If such message is not received, the absence for that market day will be considered unapproved. Prior notice of an absence does not guarantee its approval.
- In the event that a seasonal Vendor is absent, the ABFM reserves the right to use that stall at its discretion.

Permits/Licenses/Insurances

- Vendors must be in compliance with all permitting and licensing requirements established by the Town of Acton, State of Massachusetts, and bodies of the federal government (including but not limited to those noted in these ABFM 2011 Rules of Operation).

ACTON HEALTH DEPARTMENT REQUIREMENTS

- Packaged or processed goods, including cheese, cider, fish, and meats: Acton Health Department permit required
- The Acton Health Department Temporary Food Permit fee is \$70 per year or \$25 per day. Please contact Sheryl Ball of the Acton Health Department with any questions at 978.264.9634.
- Scales used at the market must be sealed and inspected.
- Vendors are independent entities and, as such, are liable for applicable insurances. Vendors must carry their own general liability insurance (in amounts not less than \$1,000,000 per person per incident and \$1,000,000 aggregate), and product liability insurance (in an amount not less than \$1,000,000). Please name the ABFM, its Leadership Board, volunteers, members, or agents, and the Town of Acton as additionally insured. Furthermore, Vendor vehicle liability insurance is required.

MARKET DAY

Setup and Breakdown

- On arrival at the market, Vendors should check in with the ABFM Market Manager to confirm stall placement for the day.
- Vendors may not arrive on site before 8:30am, and must have their stall areas set up and be ready to sell no later than 9:45am. For safety reasons, neither setup nor breakdown may occur during market hours. Vendors must keep their displays and inventory within the boundaries of their stall spaces.
- Vendors are responsible for providing their own equipment (tables, canopies, scales, etc.), and for ensuring that all structures are secure. For safety, weights for canopies/tents at market are mandatory, with a minimum of 40 pounds per tent leg recommended. (Please see www.southendopenmarket.com/tips3.htm, for more detailed information on canopy/tent weighting.)
- Each Vendor will be responsible for keeping her/his area clean and picked up during and after the market.
- Currently, there is no access to water or electricity for Vendor use.

Vehicles

- Please indicate (on your ABFM 2011 Vendor Application) whether you require your vehicle immediately next to your stall space. The ABFM will make every attempt to accommodate this need.
- Vendors who have a second vehicle at the market must remove that vehicle from the proximity of their stall by 9:30am, and park the vehicle as designated by the Market Manager. Vendors are encouraged to unload vehicles promptly and remove them from Pearl Street as soon as possible so others can unload. All vehicles must be removed from Pearl Street no later than 9:45am and may not return for breakdown prior to market closing.

Display

- The Market Manager may require a Vendor to change his or her display if it is deemed a safety risk or otherwise does not comply with ABFM 2011 Rules of Operation.
- Stall displays must include clear signage for: Vendor or farm name; product prices; name and location of any Secondary Product producers. Vendors are encouraged to post the locations (towns) of their farms or farm-related businesses.
- Vendors must clearly display all applicable licenses; any required Acton Health Department, federal, and state permits; and USDA or other organic certification documents, if relevant.

Miscellaneous

- The ABFM expects to be SNAP-enabled for the 2011 season. Vendors are encouraged to display notice of their participation at their market stalls.
- The following items are prohibited under all circumstances: firearms, alcoholic beverages, smoking, or items not approved for sale by the ABFM Leadership Board. Vendors may not bring animals to the market (unless specifically arranged for through the LB)

THE FINE PRINT

The applicant Vendor's signature on the 2011 Acton-Boxborough Farmers Market (ABFM) Application verifies that the Vendor has carefully read, understands, and agrees to all provisions of the ABFM 2011 Rules of Operation. All market rules will be enforced, and failure to comply can and may result in termination of a Vendor's market participation, which may include immediate vacating of the market site. The Vendor acknowledges and agrees that the ABFM, its Leadership Board, and its agents, members, and volunteers, as well as the Town of Acton, shall have no liability for any incidental or consequential damages, loss of business, or otherwise for terminating this Contract.

All authorized Vendors participating in the ABFM 2011 season 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 ABFM, its Leadership Board, and its volunteers, members, and agents, as well as the Town of Acton, harmless from any loss, costs, damages, and other expenses, including attorney's fees suffered or incurred by ABFM 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 the ABFM, its Leadership Board, and its agents, members, and volunteers, as well as the Town of Acton, 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 the ABFM or its Leadership Board, nor the Town of Acton, shall have any personal liability with respect to any of the provisions of this Contract. Under no circumstances shall a Vendor have a claim or cause of action against any individual member, agent, or volunteer of ABFM or its Leadership Board, or the Town of Acton, with respect to any breach of this Contract by ABFM, 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 on the premises or in the market. This provision shall inure to the benefit of the ABFM, its successors and assigns, and their respective principals.