



## Rules of Operation Artisans

### **The Hopkinton Farmers Market will be held on Sundays from early June to mid October from 1-5pm at the Town Common (Ash & 135)**

The mission of the Hopkinton Farmers Market is to provide a venue for local farmers and artisans to sell their products and to give community organizations an opportunity to outreach. The market strives to improve nutrition by providing greater access to fresh local produce, educate residents about nutrition and sustainable agriculture and to build community while contributing to a vibrant town center in downtown Hopkinton.

The HFM provides a 10'x10' space for a fee of \$25 (per market day). Students \$10 per day.

Artisans must submit an application form with either a sample or a photograph of each type of artwork they propose to sell, and must declare on the application that all items are of their own creation. All artwork must be pre-approved by the HFM Artisan Committee before being offered for sale at the market. The HFM reserves the right to prohibit any artisan from selling at the market, and to prohibit the sale of any product at the market that does not adhere to the guidelines in this document.

### **HFM TERMS AND CONDITIONS**

#### **Products**

- All products sold by a Vendor shall be produced by the Vendor.
- All work must be suitable for family audiences
- The HFM SC has the right to limit types of products sold by any Vendor in the interest of a balanced selection of products on any given market day.
- Vendors may take orders for their products; all HFM Rules of Operation apply.
- Reselling of products is not permissible.
- No mass produced products or crafts; craft kits
- No food/samples allowed without seasonal food permit

### **VENDOR PARTICIPATION**

To be considered for participation in Hopkinton Farmers Market please mail all of the following before April 1:

- A completed and signed HFM Artisan Vendor Application
- Liability insurance requirement has been waived for most local artists. Please inquire.
- Payment for vendor fees

Confirmation will be sent to vendors by April 15. Vendors applying after this date will be accepted as space and market needs allow and will pay \$25 per market day. Students \$10 per market day.

**Artisan Participation**

Up to 6 market days each season, \$25 per week

**Payment Options**

We strive to have vendors pay for the season up front so the discount is being increased this year to give vendors an incentive to pay early. This also allows the market to plan for artisans throughout the season. If payment is postmarked for dates reserved for the season by April 1, please deduct 20%. Market fee becomes \$20 per market day with this discount.

**Attendance**

- The HFM will operate rain or shine and Vendors are expected to participate. In the event of extreme weather, market cancellation will be posted on the HFM website by 10 am.
- Vendors shall attend market days that they reserve. In the event the vendor must cancel, Vendors will call, email or text the market manager as soon as possible before the Sunday market so that alternate vendors may be booked.

**MARKET DAY**

The HFM Market Manager is responsible for all activities at the market and will enforce all rules and regulations. Vendors shall comply with her/his requests or directives; disregard of market rules or regulations, or disrespectful conduct will result in review by the HFM SC. Any disputed issue may be appealed in person to the Steering Committee; the decision of the SC 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.

**Setup and Breakdown**

- On arrival at the market, Vendors should check in with the HFM Market Manager to confirm stall placement for the day.
- Vendors must park on street to unload, no cars or trucks are allowed on the Common. After unloading vendors must park at the Center School.
- Vendors may not arrive on site before 11:30 am, and shall have their stall areas set up and ready to sell no later than 12:45pm. For safety reasons, neither setup nor breakdown may occur during market hours. Vendors shall keep their displays and inventory within the boundaries of their stall spaces. Stall areas are 10 ft by 10 ft.
- Vendors are responsible for providing their own equipment (tables, chairs, signage, 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 20 pounds per tent leg recommended.
- Each Vendor will be responsible for keeping her/his area clean and picked up during and after the market.
- 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 HFM Rules of Operation.
- No Vendor shall engage in solicitation, collection drives, political or religious activities in the market. No loud hawking of items is allowed.
- No dogs are allowed on the Town Common.
- No consumption of alcohol on the Common.

**Vendor Acknowledgements**

1. 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 HFM, its SC, and its agents, members, and volunteers, as well as the Town of Hopkinton, any of its agents, shall have no liability for any incidental or consequential damages, loss of business, or otherwise for terminating this Contract.
2. All authorized Vendors participating in the HFM 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 its employees, agents, and associates. All Vendors agree to indemnify and save the HFM, its Steering Committee, and its volunteers, members, and agents and the Town of Hopkinton, any of its agents, harmless from any loss, costs, damages, and other expenses, including attorney/s fees suffered or incurred by HFM by reasons of Vendor's negligence or intentional misconduct of that of its employees, agents, and associates.
3. Vendor agrees to save, hold harmless, and indemnify the HFM its SC and its volunteers, members, and agents, the Town of Hopkinton and any of its agents, 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 vendors activities in the market, or those of Vendor's agents, contractors, employees, customers, and invitees while on or on the premises and/or the market.
4. Vendor agrees that no individual member, volunteer, or agent of the HFM or its SC, 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 HFM or its SC, the Town of Hopkinton and any of its agents, with respect to any breach of this Contract 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 on the premises or in the market. This provision shall inure to the benefit of the HFM, its successors and assigns, and their respective principals.
5. The Hopkinton Farmers Market and its Steering Committee is an informal volunteer-run entity and is unrelated to the Town of Hopkinton.
6. Vendor agrees that they will call or text Laura at 508-596-1651 when they need to cancel or when they are running late for market opening. Vendor fees will not be refunded when vendor is a no-show for a market day. Under some circumstances a reserved day can be rescheduled if 48 hours cancellation notice is given prior to reserved market day.