



## Rules of Operation

**The Hopkinton Farmers Market will be held on Sundays from early June to mid October from 1:00 PM – 5:00 PM at the Town Common (Ash & 135)**

The mission of the Hopkinton Farmers Market is to provide a venue for local farmers, artisans and handcrafters to sell their products, 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 seeks Vendors based on the following criteria:

- Strong preference for locally grown and locally produced crops and products.
- A diverse mix of products, encouraging selection, vitality, and freshness.
- Preference for products produced organically or through environmentally responsible practices.
- Preference for animal products from animals that are sustainably raised or harvested, and humanely handled and processed.
- Preference for whole foods rather than highly processed foods.

### **HFM TERMS AND CONDITIONS**

**The HFM is a producer only market:**

- All produce and products sold by a Vendor shall be grown or produced by the Vendor, except for Secondary Products. An HFM Steering Committee (SC) member or representative may visit a Vendor's (or Secondary Product's) farm or production facility during business hours, at the SC's discretion.
- The HFM SC has the right to limit types of products sold by any Vendor in the interest of a balanced selection of products.
- Vendors selling value-added products\* should source as many local ingredients as possible. Value-added products shall be made by the Vendor.
- Vendors may take orders for their products; all HFM Rules of Operation apply.
- A Secondary Product is defined as a product grown or produced not by the HFM Vendor, but by another local producer (e.g., a neighbor who produces maple syrup from her own trees). All Secondary Products and their origin shall be listed on the Vendor Application.
- Secondary Products can not exceed 20 percent of the total products offered by that Vendor. The HFM SC will make final determination whether the Secondary Products meet this requirement.
- All Secondary Products shall be clearly labeled with the farm or production facility name and location.
- All vendors should consider the use of ingredients that are not made with genetically modified organisms or trans fats.

*\*Value-added products are defined as raw agricultural products changed into something new through any process that differentiates them from the original raw commodities (for example baked goods).*

## **VENDOR APPLICATION**

To be considered for the full season participation at the Hopkinton Farmers Market please mail all of the following by April 1.

- a completed and signed HFM Vendor Application
- a certificate of insurance: your personal or business liability insurance, indicating current year seasonal coverage as designated in the Permits/Licenses/Insurances section of this document
- your payment made payable to the Hopkinton Farmers Market.

Confirmation will be sent to vendors by April 15. Vendors applying after this date will be accepted as space and market needs allow. At this time we are not seeking additional vegetable growers.

### **Participation**

Full Season Vendor: 19 weeks \$20 per week or \$380 for the season

Alternate Week Vendor: 10 weeks \$20 per week or \$200 for the season

Per-Diem Vendor: 1 to 9 weeks \$25 per week

### **Discount for Early Payment**

If application, insurance certificate and full payment are postmarked by April 1, please deduct 20% from vendor fee. (full season becomes \$16 per market day/\$304 total; alternate \$16 per market day/\$160 total, per diem \$20)

### **Installment Payments**

For full season and alternate week vendors that wish to spread their payments out please submit the application, insurance and a deposit of 50% of the full season fee by April 1 and balance of payment by June 1. Discount is not available with the installment option.

### **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.

### **Permits/Licenses/Insurances**

- Vendors shall be in compliance with all permitting and licensing requirements established by the Town of Hopkinton, State of Massachusetts, and bodies of the federal government (including but not limited to those noted in these HFM Rules of Operation).
- Scales used at the market shall be sealed and inspected. Usually on the first market day, Louis H. Sakin from the Weights and Measures department will visit to inspect all scales. For those scales that have not been previously tested and sealed in that calendar year the charge has historically been \$40 payable on day tested.
- Vendors are independent entities and, as such, are liable for applicable insurances. Vendors shall 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). This is a requirement of the Town of Hopkinton for all vendors at the market. Insurance certificate must accompany the application and be valid

for the duration of the market season.

- Upon request by the HFM, Vendors shall provide information sufficient to certify that the Vendor has obtained and/or complied with the permitting, licensing and insuring.
- Seasonal liquor license: Massachusetts Department of Agriculture approval required for farm winery license. After approval from MDAR, market manager will schedule a meeting with the Town of Hopkinton Selectmen. Both MDAR and Selectmen approvals are necessary for the seasonal liquor license allowing for wine sale at the farmers market. The sampling of wine at the farmers market is not permitted on town properties.
- Food Permits: Hopkinton Board of Health permit required for all food trucks, prepared food, value added farm products. Please call Hopkinton Board of Health, Town Hall (508) 497-9725 with any questions you have. Submit application directly to the Board of Health by June 1 at the latest for opening day.

### **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. Seasonal vendors will usually have the same spot from week to week.
- Vendors must park on street to unload, no cars or trucks are allowed to drive on the Common. After unloading, vendors must park at the Center School.
- Vendors may not arrive on site before 11:30am, and shall have their stall areas set up and ready to sell no later than 12:45pm. Please arrive on time to set up and open on time.
- 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, 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. Vendors are required to take their garbage with them at the end of the market. **DO NOT PLACE GARBAGE IN THE MARKET CANS OR THE BUILT-IN TRASH CANS ON THE COMMON.**

### **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 HFM Rules of Operation.
- Stall displays shall include clear signage for: Vendor or farm name; product prices; name and location of any Secondary Product producers. Labeling for any packaged or processed products shall comply with the State and local Board of Health requirements.
- Vendors shall have on site all applicable licenses; any required Hopkinton Board of Health, federal, and state permits; and USDA or other organic certification documents.
- Certified products (Organic, Mass Grown, USDA Certified, etc.) shall be clearly labeled as such. No products may be labeled "Organic" without proof of valid certification.

### **Fresh Food Access Programs**

The HFM participates in the federal Supplemental Nutrition Assistance Program (SNAP). SNAP beneficiaries swipe their SNAP credit card at the welcome tent and receive wooden coins in \$1 and \$5 denominations. These coins can be spent at any vendor that has products approved for purchase with SNAP. This includes fresh fruits, vegetables, meat, eggs, cheese, honey, cookies, bread, etc. No hot foods or other merchandise may be purchased with SNAP tokens. Vendors will turn in tokens at the welcome tent at the end of each market day and receive cash or check for these tokens. Tokens may not be purchased or sold by vendors to other people or vendors and is punishable by law.

- Some farmer vendors participate in the SNAP/HIP program, dedicated equipment is the responsibility of the farmer.
- Some vendors participate in the Women's and Infant Coupon (WIC) and Senior Coupon programs. Vendors must be trained and approved by the state and must display notice of their participation in WIC at their market stalls. These coupons are not refundable by the market, but are submitted to the state for reimbursement by each approved vendor.
- SNAP beneficiary incentives: the market will be offering a \$10 bonus for the first \$10 SNAP benefits utilized by a customer at the market. This means that the customer who uses SNAP will be given an extra \$10 for the first \$10 they spend. This is in addition to the HIP program offered by the Dept of Transitional Assistance.

### **Prohibited Activities**

- The following items are prohibited under all circumstances: firearms, smoking, and items not approved for sale by the HFM Steering Committee. Vendors may not bring animals to the market unless pre-approved as part of the application process.
- 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 except for licensed farm wineries who have sampling approval.

### **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 it's 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. In some circumstances a reserved day can be rescheduled if 48 hours notice is given prior to reserved market day.

7. HFM reserves the right to visit farmers to confirm they are growing all produce themselves. All produce that is not grown by the registered farmers should be labeled with the farm's name and location and should not total more than 20% of the product offered by the registered farmer.

8. Vendors that weigh produce or food must have their scale approved by the Manager of Weights and Measures. The Manager usually visits the market on opening day and will check your scale. Each scale registration is \$40 that is payable by the vendor to Weights and Measures at time of registration.