

CHELMSFORD SUMMER FARMERS' MARKET

**2019 Vendor Application and Agreement
June 15 – September 14, 2019**

Market Hours: Saturdays 10:00 AM – 2:00 PM

Business Name: _____

Contact Person: _____

Mailing Address: _____

City: _____

State: _____ **Zip:** _____

Telephone
(Home) _____ **(Work)** _____ **(Cell)** _____

Email Address: _____

Website: _____

Actual Business Location – If your farm/business is not located at the above address, please include the address of your place of operation below:

Business Address is same as Mailing Address

Address: _____

City: _____

State: _____ **Zip:** _____

2019 MARKET FEES

You may sign up for as few as one or as many as all markets, however you must pre-register and prepay.

Fee Structure:

- The base fee is \$20 per week for a 12' x 12' booth space paid and scheduled in advance.
- There is a 5% earlybird discount for registering by April 1, 2019
- There is a 10% discount for signing up for every week of the season.
- There will be a 5% refund at the end of the season for full attendance and compliance with the vendor contract (for example, not shutting down early).
- Extra booth spaces will have a base price of \$15 and the same discounts apply.

If ANY contract is not accepted by the Market Managers for any reason, you will be immediately notified and your check will quickly be returned.

All fees collected will be used for advertising, promotion, and operating expenses of the Chelmsford Summer Farmers' Market.

Make checks payable to: **Chelmsford Summer Farmers' Market**
Post-dated checks will not be accepted.

Mail application and fees to: **Chelmsford Summer Farmers' Market**
Town Offices
50 Billerica Road
Chelmsford, MA 01824

Your application must include:

- Booth space fee for all dates you are requesting (payable to Chelmsford Summer Farmers' Market)
- Dates you are requesting booth space at Chelmsford Summer Farmers' Market
- Completed and signed vendor application and agreement (all pages)

**2019 Rules Handbook
for the
Chelmsford Summer Farmers' Market**

PLEASE DISTRIBUTE TO ALL STAFF FOR YOUR BOOTH

A. PRODUCTS

- Must be Native New England grown, raised, produced, or made and labeled as to origin.
- Vendors are allowed to sell three items they did not grow contingent upon approval from the Chelmsford Summer Farmers' Market
- Must comply with all applicable regulations pertaining to their production and sale.
- Chelmsford Summer Farmers' Market reserves the right to:
 - Prohibit any vendor from selling a particular product in the market
 - Prohibit a particular vendor from selling at the market
- Vendors must submit a complete list of products they wish to sell at the time they make application to the market. Chelmsford Summer Farmers' Market must approve all products prior to being sold. If an accepted vendor wants to sell an item not previously approved, Chelmsford Summer Farmers' Market must approve the new item before it may be sold.

B. PRICES

Prices must be clearly marked or posted. Pricing is at the complete discretion of each vendor. Collusion and deceptive pricing practices are strictly prohibited. Vendors are not allowed to pressure other vendors regarding the pricing of their products. Vendors are encouraged to give seniors a discount.

C. BAKERY & PREPARED FOODS

Vendors of Prepared Foods or Potentially Hazardous Foods (PHF) need to provide a copy of their food (kitchen) permit from their hometown. In addition, the Chelmsford Board of Health requires vendors to obtain a permit. If you are participating in the Chelmsford Summer Farmers' Market, your certificate will still be in effect for the winter market. **IF YOU ARE A VENDOR OF PREPARED FOODS, YOU MUST CONTACT THE CHELMSFORD HEALTH DEPARTMENT AT 978-250-5241.** Vendors are required to use plastic gloves when handling foods to be sampled.

D. FEES

100% of the fees collected will be used for advertising, promotion, and operating costs of the Chelmsford Summer Farmers' Market. Checks should be made payable to "Chelmsford Summer Farmers' Market." Board of Health permit fees, if applicable, must be paid directly to the Chelmsford Board of Health. Fees are NON-REFUNDABLE.

E. VENDOR EQUIPMENT AND SUPPLIES

Each vendor is responsible for providing and removing any and all equipment and supplies he or she requires for doing business at the Chelmsford Summer Farmers' Market. This includes signs, tables, tents, chairs, products, and equipment utilized for clean-up purposes. Tent stakes are forbidden on the Common by the Town of Chelmsford as there is underground irrigation, but tents must be weighted.

F. SIGNS

Each vendor must prominently display a sign identifying the name of their farm or business. All signs must remain within the allotted vendor's exhibit space and must not block pedestrian traffic or interfere with other vendors' display or views.

G. BOOTH LOCATION

Chelmsford Summer Farmers' Market has full authority to assign exhibit space. Requests for particular sites will be given consideration, but the Market reserves the right to assign and locate all vendors. It is not guaranteed that vendors will have the same booth space each week. Vendors must check in before setting up their booth. Because we allow week-to-week participation and vendors fluctuate throughout the season, booth location cannot be guaranteed, although every effort will be made to place full-season vendors in the same location each week.

Booths are 12' x 12'. Tents and tables should all be set back 3 feet from the sidewalk (or as close to that as possible on the street side of sidewalk) to allow sufficient space for Market foot traffic.

H. HOURS OF OPERATION

The Market shall operate every Saturday from June 15 to September 14 from 10:00 AM – 2:00 PM.

I. SET-UP, CLEAN-UP, AND BREAKDOWN

Set-up starts at 8:30 AM and must be completed by 9:45 AM. In fairness to all vendors, no sales are to be made before 10:00 AM. Vendors are responsible for keeping their area clean during the market day. Vendors are expected to shut down promptly at 2:00PM BUT NOT BEFORE. EARLY SHUTDOWN IS UNACCEPTABLE AND INTERFERES WITH SHOPPERS AND OTHER VENDORS. Vendors are responsible for removing their own refuse and unsold product from the market premises. Vendors are strongly encouraged to donate produce left at the end of the market day to the Chelmsford Food Pantry at Town Hall. Booth spaces are to be left in the same condition as when vendors arrived. The Common should be vacated no later than 3:00 PM.

J. VENDOR UNLOADING AND PARKING

From 8:30 AM to 9:45 AM, we ask that all vendors unload as quickly as possible using the eight marked parking spaces parallel to the Common on Westford Street for Unloading ONLY. Vendors MUST move their vehicles to the designated parking lot behind the Central Baptist Church, using the Westford Street entrance upon unloading, then return to their space to set up.

K. INCLEMENT WEATHER

The market runs rain or shine, however, in the event of a storm emergency, the market will close. Notice will be posted on the Market website and Facebook page. Cancellation decision will be made no later than 6:00 AM on the morning of the Market to allow for proper tracking of weather forecasts.

L. CONTROLLED SUBSTANCES

No vendor shall smoke tobacco, drink alcohol (with the exception of sampling from other vendors), and/or possess or use any controlled substances while at the Chelmsford Summer Farmers' Market.

M. SALES TAX

Vendors are responsible for collecting and remitting their own sales tax where applicable.

N. PUBLICITY

The Chelmsford Summer Farmer's Market makes every effort to post an accurate list of vendors for the week on our Facebook page as well as the Market webpage. If you have a Facebook account, we will tag you in our posts when appropriate. Vendors are expected to post to their social media outlets of choice each week that they will be in attendance and tag the Chelmsford Summer Farmers' Market when possible.

O. ENFORCEMENT

All rules of the market will be enforced by Chelmsford Summer Farmers' Market Managers. Possible violations will be discussed and a resolution will be attempted. Vendors selling prohibited items will be asked to remove those items from sale. Violations of rules will result in forfeiture of the season-end 5% refund. Continued violations will result in being banned from the market with no reimbursement of fees paid.

P. MARKET RULE CHANGES

Chelmsford Summer Farmers' Market reserves the right to modify the rules of the Market as circumstances warrant.

Please address any questions regarding the Chelmsford Summer Farmers' Market to:

chelmsfordfm@gmail.com

Valerie Finnemeyer, Market Manager (330-221-7803)

VENDOR AGREEMENT

Must be signed and include check or application will be returned.

The undersigned agrees to exercise the utmost care in the use of facilities and properties of the Chelmsford Summer Farmers' Market. The vendor also agrees to indemnify and save harmless the Chelmsford Summer Farmers' Market, its officers, employees, and agents from any and all claims, actions, judgements, losses, costs (including reasonable attorney fees) and damages whatsoever, including accident, injury, or death caused to persons or property of any kind, arising out of, in connection with, or incident to, the Chelmsford Summer Farmers' Market. Should a vendor at any time occupy the premises in a manner contrary to the rules of the Chelmsford Summer Farmers' Market (see attached rules), or in any manner that is hazardous or offensive to the public or vendors, upon request of the Chelmsford Summer Farmers' Market, the vendor shall immediately cease such offending conduct. Failure to immediately conform its conduct as requested shall be cause to revoke this agreement and the vendor permit. Upon failure to so vacate, the Market is authorized to remove all property of vendor from the premises at vendor's expense. Chelmsford Summer Farmers' Market is relieved and discharged from any and all loss or damage occasioned by such removal. Chelmsford Summer Farmers' Market will not be responsible for storage or safekeeping of property so removed.

Business Name: _____

Name (Print): _____

Signature: _____ **Date:** _____

PRODUCT LISTING

Please list or provide an attachment of ALL products being sold (separate flavors do not need to all be listed):

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

SCHEDULE

Please check dates you plan to attend. You will be notified if dates are not available. If your application is not returned and/or we do not tell you that a specific date is full, you may assume that you are scheduled for all dates selected below.

- | | | |
|---|---|--|
| <input type="checkbox"/> June 15 | <input type="checkbox"/> July 20 | <input type="checkbox"/> August 24 |
| <input type="checkbox"/> June 22 | <input type="checkbox"/> July 27 | <input type="checkbox"/> August 31 |
| <input type="checkbox"/> June 29 | <input type="checkbox"/> August 3 | <input type="checkbox"/> September 7 |
| <input type="checkbox"/> July 6 | <input type="checkbox"/> August 10 | <input type="checkbox"/> September 14 |
| <input type="checkbox"/> July 13 | <input type="checkbox"/> August 17 | |

BOARD OF HEALTH

Board of Health permitting fees must be paid directly to the Chelmsford Board of Health at Town Offices; 50 Billerica Road; Chelmsford, MA 01824. Please check directly with Board of Health for all Health requirements: 978-250-5241. FEES ARE NON-REFUNDABLE. The Board of Health has instituted a Farmers' Market License for 2019 that includes all markets in Chelmsford. Please call the Board of Health for details.

INSURANCE VERIFICATION
Only Required for Farm and Consumable Product Vendors

Kindly supply the following information and attached a current and valid copy of your insurance policy.

I confirm that I have secured a General Liability Coverage policy for my own operation at the Chelmsford Summer Farmers' Market in an amount not less than \$1,000,000.00 per person per incident, and \$1,000,000.00 aggregate. Please name the Chelmsford Summer Farmers' Market, its volunteers, committee members, and the Town of Chelmsford as additional insured.

Insurance Company: _____

Policy Number: _____

Your Title: _____

Signature: _____ **Date:** _____

FEE WORKSHEET

- 1. Weekly Base Booth Fee** **\$20.00**

- 2. Number of Additional Booth Spaces:** _____ **x \$15.00** _____

- 3. Weekly Base Booth Fee Total** (Add lines 1 and 2) _____

- 4. Earlybird Discount** (Multiply line 3 by .05) _____

- 5. Full Season Discount** (Multiply line 3 by .1) _____

- 6. Discounted Weekly Base Booth Fee** (Subtract lines 4 and 5
from line 3) _____

- 7. Number of Weeks Selected** _____

- 8. Grand Total Due** (Multiply line 6 by line 7) _____

Check must be included for the whole season with your application. Make checks payable to the Chelmsford Summer Farmers' Market

At the end of the season, a 5% refund will be sent to all vendors who attend every week registered and comply with the Vendor Agreement at all times.

I acknowledge that I have reviewed the 2019 Chelmsford Summer Farmers' Market Rules and agree to abide by those rules.

Business Name: _____

Name (Print): _____

Signature: _____ **Date:** _____