



Vendor Name: _____

2020 Brockton Farmers Market Vendor Registration and Guidelines

July 10 - October 30, 2020

Additional COVID-19 Terms attached!

1. Terms and Conditions of Sales

- a. All persons desiring to sell goods at the Market will submit a completed Farmer's Market Inventory List on a form provided by the market, and each person must sign a statement that they have read, understand and agree to abide by the rules of the Market.
- b. **Local:** Products must be grown and produced by you on land you control. The Market may allow products grown on a partner farm with the Vendor as an agent or from another source, only with prior written approval by the Market, and provided that all such products are labeled with the grower prominently identified. Such secondary source products must be 100% local, defined as grown or produced in Massachusetts or any contiguous state. In addition, the Market reserves the right, if unsuccessful in recruiting a farm for specialty products, such as cheese or fish, to recruit an agent to bring these products to the market.
 - i. Baked goods must be prepared by the business, using local ingredients whenever possible.
 - ii. Cider, maple products, and honey must be produced on the farm and processed by the farm. Products must have appropriate signage.
 - iii. Plants must be started by the farm from seeds, plugs, cell packs, corms, pre-finished stocks, cuttings, or bulbs. Annuals must be cared for by the farm, on the farm, for a minimum of thirty (30) days. Perennials must be owned and cared for by the farm, on the farm, for a minimum of sixty (60) days.
 - iv. Flowers, ornamental plants, and arrangements must be produced and/or processed by the farm.
 - v. Animal products, including milk, cheese, and meats must be processed by the farm. Animals must be raised by the farm. All products must have appropriate signage.
 - vi. Processed foods may be sold, if produced and processed by the vendor. The vendor is responsible for complying with all requirements and licenses set by the City of Brockton, State of Massachusetts, and the Federal Government (i.e. the local board of health, Massachusetts Department of Public Health, USDA, FDA, and potentially others). All processed food vendors are required to obtain a health permit from the City of Brockton Board of Health prior to any sale.
- c. **Quality:** All products must be of top or grade A quality. Seconds or "canners" may be offered but must be labeled as such. The Market reserves the right to ban any inferior products from the sale area.
- d. **Removal of Products:** The Market reserves the right to require any vendor to remove a product from the selling display. Cause for removal includes failure to include product information in vendor application, failure to obtain appropriate permits or licenses, improper labeling, or inadequate signage.
- e. Only products certified by the Northeast Organic Farmers' Association (NOFA) as



Vendor Name: _____

organic may be labeled “organic”. Paperwork must be available onsite for inspection.

- f. All processed foods should comply with the requirements set forth by federal, state, and local laws, regulations and rules.
 - g. Items may be sold by the pound, bunch, piece, or measured container.
 - h. Scales utilized at farmers markets must be inspected and sealed by the Sealer of Weights and Measures.
 - i. All prepared food vendors must acquire a Vendor Permit from the City of Brockton Board of Health. Vendors are solely responsible for complying with any and all regulations.
 - j. Vendors must provide a Certificate of Insurance naming the City of Brockton and the Brockton Farmers Market, Inc. as “also insured” minimum \$1,000,000 coverage per incident.
 - k. Vendors are required to comply with all federal state and/or local laws and regulations.
 - l. Site Visits: The Market may make site visits to verify production as certified by vendor. Visits may also include all sources of products being sold.
2. Prices and Signs
- a. Prices for all items for sale shall be posted clearly on a sign. No item shall be sold unless the price of the item 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 price 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.
 - e. Any product not produced by the vendor must be labeled with origin. Vendors violating this policy may be asked to leave the Market.
3. Daily Operation
- a. If a vendor cannot attend the market, the Market Manager must be notified at least 24 hours in advance at 617-440-3638
 - b. Vendor will provide a list of product availability to Market Manager 48 hours in advance for promotional purposes.
 - c. Selling at the Market shall begin promptly at 10:00 a.m., and no selling may take place before this time. All sales end at 2:00 p.m., and no sales may take place after this time.
 - d. Vendors shall arrive no earlier than 9:00 a.m. to set up displays.
 - e. Vendors must agree to sell for the entire market day.
 - f. Vendor must vacate the selling area no later than 2:30 p.m. and all clean-up must be completed.
 - g. No Vendor shall engage in solicitation, collection drives, political or religious activities in



Vendor Name: _____

the market. No loud hawking of items is allowed.

- h. 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.
- i. Vendors must provide an approved trash receptacle when selling ready-to-eat items.
- j. 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.
- k. No vendor shall smoke tobacco, drink alcohol and/or possess or use any controlled substance while at the Market.

4. Farmers Market Metrics and Sales Reporting

- a. The Market is participating in a Farmers Market Metrics reporting program to quantify the value of the Market for the community. All vendors will be required to participate. All individual data is confidential, though will be reported in aggregate.
- b. Vendors will be required to submit gross sales data weekly, either online or via paper form.

5. 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 a review committee made up of officials, Vendors, sponsors, community groups or like entities of the market and establishment by the Market ("Grievance Committee"). Any appeal must be filed within 10 days of a decision.
- c. Upon receipt of an appeal, the matter will be reviewed expeditiously.
- d. If the Market does not establish a Grievance Committee, it shall make arrangements with the Massachusetts Office of Dispute Resolution or a similar organization to process complaints.
- e. The Grievance Committee will take no more than (10) days from the receipt of the appeal to make its decision. During this time, the Vendor must adhere to the original decision of the Market Manager with no right to restitution for any losses.



Vendor Name: _____

Product Information:

Types of Products you plan to sell at the Brockton Farmer's Market:

Produce must be grown by you or labeled with farm of origin if not grown by you

Fruits	Herbs
Vegetables	Plants
Meat/Poultry/Eggs/Seafood/Dairy*	Prepared Foods*
Honey/Syrup	Beverages/Cider*
Baked Goods*	Arts/Crafts☐
Other☐	

*Products must comply with all Health Department regulations and prepared in certified or licensed facilities.

☐Products must be self-produced or made locally and/or with local materials

List of All Individuals Authorized to sell at Market on Farm's Behalf:

I /we confirm that the information above is complete and accurate to the best of my/our knowledge.

 Signature

 Signature



Vendor Name: _____

COVID-19 Pandemic

Additional Terms and Conditions

(Please initial each term to indicate agreement)

- All Vendors, Staff and Volunteers agree to abide by the terms of the Order of the Commissioner of Public Health for Farmer’s Markets, Farm Stands and CSAs issued April 27, 2020, until rescinded.
- Vendors, Staff and Volunteers must remain away from the market when they are sick.
- All Vendors, Staff and Volunteers agree to wear masks at all times while on market grounds and properly use disposable gloves during the market.
- All Vendors, Staff and Volunteers must clean and disinfect frequently touched objects and surfaces
- Vendors agree to promote transactions that employ pre-bagging of produce, online orders, set “harvest boxes” and other methods that limit public interaction and minimize time customers spend at vendor tables.
- Vendors will not offer samples for on-site use or tasting.
- All Vendors, Staff and Volunteers will minimize handling of produce/products by staff and customers. Customers will be prohibited from touching produce at vendor tables and sales points. (Vendors are encouraged to display only representative samples on the table and fill orders from supplies held away from customers)
- All Vendors, Staff and Volunteers shall not perform bagging of produce if reusable bags are used. Vendors are encouraged to provide fresh one-time-use bags (paper, plastic or compostable)
- Vendors shall not use table cloths or other displays that are not able to be cleaned and sanitized. Vendors must clean and sanitize displays and tables at the end of every market.
- All Vendors, Staff and Volunteers will wash and sanitize their hands as frequently as possible, especially between contact with customers, payments, and handling product.

I agree to follow all terms as initialed. Failure to comply may result in dismissal from the market at the discretion of the Market Manager.



Vendor Name: _____

I/ we confirm that I / we have read, understood and agree to abide by all rules of the 2020 Brockton Farmers Market enumerated above.

Vendor Name _____

Contact Name _____

Address _____

Email _____

Phone _____

Website _____

Signature

Date

Signature

Date

Market Fees are \$50 per vendor for the season. Please make checks or money orders payable to "**Brockton Farmer's Market, Inc.**" If you wish to make other payment arrangements, please contact me directly at: jon@brocktonfarmersmarket.com or on my personal cell phone at 312-213-2266.