

# New Bedford Farmers Market Handbook: June-October 2017 Season

## 1. APPLICATION

All persons desiring to sell goods at the Farmers Market will submit an online [application](#) and must e-sign a statement that they have read understand and agree to abide by the rules of the Market. If you are unable to submit an online application, there is also a paper version available. Please mail to Mass in Motion New Bedford 608 Pleasant St. 2<sup>nd</sup> Floor New Bedford, MA 02740. The Market Managers will review the application, and will notify the vendor within a week of the application if approved to attend.

## 2. VENDOR FEES:

All vendor fees (please see application for full list of vendor fees) shall be paid before the first market if paying seasonally, and if paying weekly, at the beginning of each market. All vendors must submit a W-9 form.

- i. All fees shall be paid by check ONLY. **Please made checks out to Marion Institute and mail to 202 Spring St. Marion, MA 02748**

## 3. INSURANCE

Each vendor shall carry general liability insurance for the market in the amount of \$1,000,000 listing the City of New Bedford as the additional insured. **Each vendor must submit a copy of the insurance certificate to the Market Manager before attending the market. If you do not have insurance, please contact us to discuss further.**

Mail to: Mass in Motion New Bedford 608 Pleasant St. 2<sup>nd</sup> Floor New Bedford, MA 02740  
or Email to [nbfarm@newbedford-ma.gov](mailto:nbfarm@newbedford-ma.gov)

## 4. LOCATION, DATES, AND TIMES OF MARKETS:

There are three New Bedford Farmers Markets:

- i. **Mondays** from 2-6pm at Brooklawn Park located at 1997 Acushnet Ave
- ii. **Thursdays** from 2-6pm at Custom House Square located downtown on Barkers Lane
- iii. **Saturdays** from 10-2pm at Clasky Common Park located on 1118 Pleasant St.

## 5. CLOSURES/HOLIDAYS:

### **Inclement Weather:**

The markets are open rain or shine. In the event that there is inclement weather, the Market Assistant will call each vendor to determine whether or not they want to attend. The market can remain open as long as there are 2 vendors in attendance.

### **2017 Holidays:**

- i. Independence Day, July 4<sup>th</sup> Monday Brooklawn Park market= **OPEN**
- ii. Labor Day September, 4<sup>th</sup> Monday Brooklawn Park market = **CLOSED**
- iii. Columbus Day, October 9<sup>th</sup> Monday Brooklawn Park market= **OPEN**

## 6. ELIGIBILITY OF ITEMS SOLD

### **Producers Market:**

The New Bedford Farmers Market is a producers market, meaning that all items sold must be locally produced/grown by the vendor themselves, also known as a Class A market. Locally grown shall mean the following: all pruning, spraying, fertilizing, and harvesting of fruits and vegetables is undertaken by members of the seller's household or persons directly employed and paid by the seller. This may include items grown on land

under written lease or license, provided that the farmer who leased the land undertakes all of the previous activities.

The following are exceptions to these rules and are subject to approval on a case by case basis. The decision to allow an exception to the Producers Market/Class A rule will be determined by the participating farmers at the market where the items are sold. The Market Assistant/Managers will oversee the decision making process:

- i. If no other vendor is selling a product, they may be bought in from another *local RI/MA* producer, subject to approval by participating market farmers and the Market Manager/Assistant. ***The source & location of these items MUST be clearly labeled at the vendor booth (name of producer/location) and communicated to customers.***
- ii. Items bought-in from other local RI/MA producers can only be sold after other vendors are done selling what they grew (for example, people who buy in local MA/RI blueberries can't sell them until all other vendors who are growing their own blueberries are sold).
- iii. Items not commercially produced/available locally (i.e. olive oil) may be allowed at the market at the discretion of the Market Manager.

### **Processed Foods & Goods:**

These items can be sold at the market if:

- i. These products are made by the vendor in Massachusetts.
- ii. These products must be considered appropriate to be sold at the market by the Market Managers. Saleable items may include, but are not limited to: prepared and specialty foods such as jam, jellies, sauces, salsas, vinegar, chocolates, coffee, baked goods, seafood, and any other items deemed appropriate by the Market Managers
- iii. The vendor's kitchen must have been inspected by the local Health Department yielding a retail kitchen permit to sell that particular product.
- iv. The New Bedford Board of Health has approved the vendor's product line and application.
- v. The vendor has taken a two-hour food handling safety course where applicable or Food Manager Certification as required by the local health department.
- vi. A copy of all applicable permits and fee has been submitted to the New Bedford Health Depart before selling these products at the Market. The Health Dept. will inspect the vendor on the first day of the market, or other arrangements per the Health Department. Permits must be displayed at the market by the vendor.
- vii. No processed foods or goods may be purchased by the vendor and resold at the Market in its original state.
- viii. Each package or container of processed foods must be clearly labeled with the following: 1) Name of the vendor that produced the item 2) Product name 3) List of all ingredients

### **Inventory of items:**

All persons desiring to sell goods at the market must submit of **comprehensive** inventory list (through the online application) of items to be sold at the market. This list must also include where each item is sourced (i.e. if buying in blueberries from a local farm, please indicate the name of the farm and location). The list will be reviewed with the application and a final list will be approved by the Market Manager.

- i. If this list changes throughout the season, **the vendor is responsible for sending an updated list to the Market Manager.** The Market Assistant will work with vendors for compliance.

### **Farm/Business Visits:**

An Inspection Committee shall be made up of any interested participating farmers, and in no case fewer than two farmers. **All vendors who participate in the New Bedford Farmers Markets must agree to an onsite inspection.** Two farmers and the Market Assistant will perform onsite farm inspections at least once during the season to ensure compliance with the Producers Market/Class A eligibility.

## **7. VENDOR SPACE, PLACEMENT**

### **Space:**

Vendors shall be given a space of 10' x 10" and if the vendor requires more space, please indicate this on the online application for approval by the Market Manager. Vendors are placed on the vendor map according to the Market Assistant using seniority and placement in previous seasons among other criteria; every effort is made to keep placement consistent throughout the season.

### **Equipment:**

Each vendor must supply his/her own tables, chairs, or other display equipment. The Market provides no equipment for vendors. Vendors providing their own canopies, pop-up tents or umbrellas must ensure that they are well anchored at all times while the Market is in operation.

## **ARRIVAL, SET UP, AND DEPARTURE**

### **Attendance:**

If a vendor cannot attend the market, the vendor must notify the Market Assistant **at least 24 hours in advance by phone or email.** The Market Assistant will notify customers via Facebook that the vendor will not be in attendance of the market to share up-to-date information of vendors in attendance that day.

### **Commitment to Selling Time:**

Vendors must commit to selling for an entire market day, unless worked out with the Market Assistant ahead of time. No selling of items at the markets may take place before the posted selling times with a 5-10 minute grace period exception.

### **Setup and Cleanup:**

Set-up begins at 1 hour before the market. Vendors must be fully setup and ready to sell by the start of the first hour of the market (see market hours above). No vendor arrivals will be permitted after this first hour, unless vendors have worked out an arrangement with the Market Assistant ahead of time. In addition, vendors offering food samples must provide a wash station, as required in the regulations of the New Bedford Health Department. All vendors are responsible for their own trash removal at the end of the day and shall clean up all litter, toothpicks, and/or product debris before leaving the grounds. When selling ready to eat items, the individual participant must provide an approved receptacle for used wrappers, cups, etc. Cleanup must be completed and participants must vacate the market no later than one hour after selling time. Vendor space must look exactly how it was when vendor arrived.

### **Signage:**

- i. All three New Bedford Farmers Markets accept SNAP and Farmers Market Nutrition Program (WIC/Senior) coupons (see below section on Token System). ALL vendors MUST clearly post pricing of ALL items sold.
- ii. The Market Assistant will provide all vendors with "SNAP/Debit/Credit Token System" signage that must be clearly posted at the vendor booth during every market.

- iii. No boxes or displays shall extend into common and/or customer traffic areas or impede customer traffic, encroach into foot traffic paths, or disrupt or interfere with any other vendor's space, display, or ability to conduct business. Stands and displays are to be kept hazard free and attractive at all times.
- iv. Vendors shall display a visible sign stating the business name and town out of which the vendor operates as required by the Commonwealth of Massachusetts.
- v. The Market Assistant/Manager reserve the right to require any vendor to remove or change any display that appears hazardous, unsanitary, or does not conform to the Market requirements for displays.
- vi. Any product less than premium quality should be clearly labeled 'seconds'.

**Prices:**

Prices for products shall be determined only by individual seller. Collusion among growers to raise or lower prices, or to exert pressure or persuasion to cause any grower to increase or decrease prices will not be permitted. Produce may be sold by the pound, bunch, piece, or measured container. Scales must be sealed by the Sealer of Weights and Measures each year

**SNAP/DEBIT/CREDIT TOKEN SYSTEM**

The New Bedford Farmers Market accepts SNAP and Debit/Credit Cards. The Market Assistant manages the token system and assists vendors with disbursement and reimbursements. Vendors are paid on a bi-weekly basis and transaction costs are covered by the Market Manager.

All vendors of the New Bedford Farmers Markets are required to participate in the SNAP and Debit/Credit Token System. Please refer to separate guidelines and the SNAP vendor agreement on [our website](#). The Market Assistant will review the handout on the first day of the market and vendors are required to sign in agreement with the guidelines.

**DATA COLLECTION**

The Market Management team collects data on foot traffic, sales, customer feedback etc. which provides useful information for grant opportunities that support and operate the market. All sales data will be anonymous and vendor names will not be shared publicly, unless permission is given. By agreeing to these vendor handbook rules, you agree to share your data with the Market Management team to be used at their discretion for the benefit of the markets.

**OTHER VENDOR RESPONSIBILITIES**

- i. No participant shall engage in solicitation, collection drives, political, or religious activities in the selling area.
- ii. All participants must be courteous to the public at all times. A general neat and clean appearance for all market participants is mandatory.
- iii. No participant shall drink or possess any alcohol or use any controlled substance while at the Market.

**8. COMPLIANCE OF MARKET VENDOR HANDBOOK**

Any failure to abide by the Market Rules will be subject to disciplinary action in the following process:

- i. Each vendor is allowed two excusable offenses of the Market Rules, and the third offense shall be deemed sufficient grounds for excluding the vendor from the market for the remainder of the market season with no refund of vendor fees.
  - a. 1st offense: The vendor will receive a written warning detailing which Market Rule was violated.

- b. 2nd offense: The vendor will receive a copy of the first offense violated and will receive a new document detailing the 2nd offense violated in the Market Rules.
  - c. 3rd offense: The vendor will receive a detailed written document of the 1st and 2nd offenses along with the 3rd offense violated in the Market Rules. Participation in the market will be terminated for the market season with no refund of vendor fees.
  - d. Consideration for re-entering the next year's market season will be determined by the Market Manager on a case by case basis. If approved for reentry, the vendor will be on a probationary period to be decided to the Market Manager.
- ii. Any person may submit a written grievance regarding the operation of the market or potential violation of the rules and regulations to the Market Manager. The Market Manager will review the grievance in accordance to the Market Rules. In the event of disputes regarding the daily operations of the market, the decisions of the Market Manager shall be final.

***I (please print name) \_\_\_\_\_ have read the New Bedford Farmer's Market Handbook. I understand them and I agree that both myself and my employees (I will share this document and review with all employees attending the market to sell items in my place), will follow them. By signing this document, I (please sign name) \_\_\_\_\_ agree to the new terms of the 2017 New Bedford Farmers Market Vendor Handbook.***

***Witnessed by the New Bedford Farmers Market Manager/Assistant:***

***Signature \_\_\_\_\_ Date: \_\_\_\_\_***