

## Rehoboth Farmers' Market Participation Agreement

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THIS AGREEMENT is made and entered into on \_\_\_\_\_, by and between the TOWN OF REHOBOTH, Massachusetts municipal corporation acting by and through its duly elected Board of Selectmen, hereinafter referred to as "the TOWN", and \_\_\_\_\_, hereinafter referred to as "VENDOR".

WHEREAS; the TOWN desires to operate the Rehoboth Farmers' Market, herein referred to as MARKET, for the mutual benefit of its residents and local farms; and

WHEREAS, VENDOR desires to participate in the MARKET by providing goods for sale at the MARKET; and

WHEREAS, it is the desire of the parties to set forth their general understandings to provide for certain benefits and establish certain conditions for participation in the MARKET, consistent with the General Laws of the Commonwealth of Massachusetts, for a period commencing \_\_\_\_\_ and ending October 31, 2018, unless the MARKET announces an earlier year end closing date for the MARKET.

NOW THEREFORE, in consideration of the mutual promises herein, the parties set forth their understanding as follows:

VENDOR acknowledges receipt of, and agrees to strict adherence to, the MARKET Rules and Regulations, as promulgated through the Rehoboth Agricultural Commission and approved by the Rehoboth Board of Selectmen, and attached to this Agreement as Exhibit "A". All changes, revisions, or exceptions to the Rules and Regulations must be approved by the Rehoboth Agricultural Commission and the Rehoboth Board of Selectmen. The Market Manager does not have the unilateral authority to make change, revisions, or exceptions to the established Rules and Regulations.

VENDOR acknowledges this Agreement may be terminated if it is determined the VENDOR has failed to comply with the MARKET Rules and Regulations, or if the actions, practices, or behavior of the VENDOR, its employees, contractors, or agents is inconsistent with the intended purposes of the MARKET. Such termination may include immediate vacating of the MARKET, without reimbursement for any fees paid to the MARKET. VENDOR has the right to appeal decisions made by the Market Manager by contacting the Chairperson of the Agricultural Commission. VENDOR may appeal a decision of the Agricultural Commission by contacting the Rehoboth Board of Selectmen (508.252.3758).

VENDOR acknowledges and agrees the MARKET, the TOWN, the Market Manager, the Agricultural Commission, and its agents and volunteers, shall have no liability for any incidental or consequential damages, loss of business, or otherwise arising from the termination of this Agreement.

VENDOR acknowledges 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 of its employees or agents.

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VENDOR shall indemnify, defend and save harmless the TOWN, the TOWN's officers, agents, employees, and volunteers from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the MARKET.

VENDOR agrees to reimburse the TOWN for damage to its property caused by the Vendor, its employees, agents, or contractors, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

VENDOR agrees to maintain product liability insurance (minimum \$500,000 per occurrence; \$1,000,000 aggregate) and all appropriate licensing and permits required by the Commonwealth of Massachusetts, the Rehoboth Board of Health, and/or the respective Departments of Public Safety. A copy of the insurance certificate and appropriate licenses/permits must be submitted to the Market Manager prior to the first day of the market.

VENDOR must contact the Rehoboth Board of Health (508.252.3099) to receive authorization to offer their specific products for sale to the public. A copy of the approved products list must be provided to the Market Manager prior to the first day of the market. Any additions to the approved product list must first be approved by the Rehoboth Board of Health and a copy of the amended list provided to the Market Manager before said products can be offered for sale to the public.

To the full extent permitted by law, no official, employee, agent or representative of the TOWN of Rehoboth shall be individually or personally liable on any obligation of the TOWN under this Agreement.

This Agreement constitutes the entire agreement between the VENDOR and the MARKET, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

Vendor:		Town or Rehoboth through its Board of Selectmen
Signature:		
Print:		Chairman



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## Exhibit "A"

### Rehoboth Farmers' Market Rules and Regulations

Effective July 9, 2018

VENDOR agrees to strict adherence to the MARKET Rules and Regulations, as promulgated through the Rehoboth Agricultural Commission and approved by the Rehoboth Board of Selectmen. All changes, revisions, or exceptions to the Rules and Regulations must be approved by the Rehoboth Agricultural Commission and the Rehoboth Board of Selectmen. The Market Manager does not have the unilateral authority to make change, revisions, or exceptions to the established Rules and Regulations.

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**FRESH PRODUCE, HONEY, MAPLE SYRUP, EGGS, MEAT, AND FLOWERS:** Over the course of the farmers' market season, 80% of what you sell must be grown on your own farm. 100% must be sourced from farms in MA or RI. We require the display of the farm and state origins of the purchased food. Rehoboth Farmers Market (RFM) reserves the right to inspect participating farms on the basis of quality control inspection in its sole discretion during the 2018 Summer calendar season. By participating in the RFM you hereby consent to such quality control inspections. The RFM Manager will organize the farm visits. We expect to be able to visit your operation within 14 days of request. The RFM reserves the right to suspend or terminate any participating farms for violation of or non-compliance with the RFM rules and quality measures. On rare occasion, there may be an exception determined by Rehoboth Farmers' Market staff based on regional availability of products.

**PREPARED FOODS:** Prepared foods must be licensed by the Rehoboth Department of Health. Vendors must sell at least three items with ingredients grown in RI or MA. We require the display of the farm and state origins for locally sourced ingredients. All sampling must follow safe food handling guidelines. For any vendors providing samples of prepared food, we require a copy of your food safety plan in writing at the start of the season.



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**ARTISANAL PRODUCTS:** All RFM events are solely for food and agricultural products. We do not accept art and craft vendors. Only food products crafted in RI or MA will be accepted. Preference will be given to products made with ingredients originating from family farms in New England. We require the display of the farm name and state origins for locally sourced ingredients.

**PRODUCT INSURANCE & LICENSING:** Vendors agrees to maintain product liability insurance (minimum \$500,000 per occurrence; \$1,000,000 aggregate) and all appropriate licensing and permits required by the Commonwealth of Massachusetts, the Rehoboth Board of Health, and/or the respective Departments of Public Safety. A copy of the insurance certificate and appropriate licenses/permits must be submitted to the Market Manager prior to the first day of the market.

**CERTIFICATION & FOOD SAFETY:** Vendors must maintain all appropriate licenses/permits for their type of goods or food products, provide copies of such to the RFM manager and have licenses/permits in their booth at all times. Vendors that serve any food samples that are not prepackaged must comply with all laws and regulations related to food service. Requirements include, but are not limited to, hand sanitizer for the public, wearing of plastic gloves and providing a waste receptacle.

**PRODUCT LABELING:** All product labeling shall be truthful and accurate and adhere to the requirements as established by all regulating bodies. Any claims, such as organic, pesticide-free, origin, gluten-free, free range, sugar-free, etc. must be substantiated. Any intentionally false claims shall be cause for immediate removal from the Market.

**PARTICIPATION FEE:** The 2018 Rehoboth Farmers' Market participation fee is waived for the 2018 Season.

**WEATHER POLICY:** Markets go on rain or shine unless cancelled by site. Cancellation of a market due to severe weather is decided solely by the Market Manager. Vendors shall be notified via email or phone prior to market set-up time. No refunds will be given.

**ATTENDANCE:** Market attendance must be consistent. Absences must be based on seasonality of crops or produce. Prior notice of market absence is required. No refunds are provided for early drop-out from markets.

**CRITERIA WE CONSIDER:** In evaluating applications, we consider many criteria, including: product diversity for any individual market, balance of farms to processed goods; whether an applicant is a locally owned small business; extent of local ingredients used in value-added and prepared foods; sustainable business practices; distance of production from market; previous involvement with our markets; and whether the applicant has access to other retail markets.

I, \_\_\_\_\_, have reviewed and agree to the forgoing Rehoboth Farmers' Market Rules and Regulations and have been provided a copy for my reference and safekeeping.

Date \_\_\_\_\_

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## Rehoboth Farmers' Market General Information

### Location / Hours

- The Senior Center is located at 55 Bay State Rd. in Rehoboth, just to the right of the old Anawan School.
- RFM will operate on Sundays from 10a-2pm starting June 19 and ending TBD (Sept/Oct).

### RFM Application

All RFM Vendors must have a completed application along with the Seasonal or per diem fee for each market date for which they indicated on their application, check made payable to the Rehoboth Agricultural Committee.

- All fees are due upon submission of the market application. All fees are non-refundable once a Vendor is No stall is considered reserved until payment for it has been received in full by the RFM.
- For those with processed products and in need of BOH application. **Please contact the Rehoboth Board of Health** (508) 252-3099 Ext. 3101 - Karl - Health Agent or (508) 252-3099 Ext. 3100 - Amy – Office Administrator.
- Each vendor is entitled to one space in the market to which they are assigned: 10 feet of frontage in which to display and sell. Many RFM Vendors will be allowed a parking space behind their assigned space, a few spots will not have parking.
- Each vendor must include a **\$25 refundable fee** on top of their tent fee. The fee will be returned at the end of the season IF the vendor provides no less than 24-hours' notice if they will be unable to attend that week's market AND maintains stall area free of trash and takes care to remediate any damage left by tent stakes.

### Inclement Weather

The RFM will be open every Sunday rain or shine. Vendors are expected to attend every market that they commit to on their application form. In the event of an emergency that prevents your attendance, please call/text the contact number that will be provided for the RFM Market Manager.

### Vendor Responsibilities

All RFM Vendors should act in a professional and responsible manner; disorderly or threatening behavior at the market is prohibited.

- Any violation of any local, state or federal laws or applicable government regulation in connection with the production or marketing of the members' produce or goods is prohibited.
- Loud yelling or hawking is not permitted; SFM Vendors must sell from inside their booth.
- Each vendor will be responsible for setting up, displaying, and packaging their goods and providing protection from the elements. The tent/canopy must be weighted down with approximately **30# weights per leg**.



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- Vendors are expected to have their assigned space in "broom clean" condition prior to leaving the market and remove all trash and **organic materials**. Damage to the sod made by tent stakes must be tamped down and cleaned up.
- The Market Manager or designee may request a RFM Vendor to change a display if it is deemed unsafe.

### Market Operations

- The Market Manager or designee shall manage normal market operations including parking, collecting fees, scheduling, quality determination, enforcing rules and settle most disputes arising from problems or agreements. Upon completion of the market for the season a report will be made to the Agricultural Commission.
- SFM Vendors can start set up **NO MORE THAN** 60-minutes prior to the start of the market. Late arriving Vendors may not be able to set up due to safety and traffic disruptions; late setups will be allowed at the discretion of the Market Manager. RFM Vendor must have a completed display 15 minutes prior to the start of market.
- There will be no selling permitted prior to the official opening time of the market, unless there is a unique circumstance and special permission has been granted by the Market Manager.
- Vendors may not break their displays down prior to end time beyond reasonable subtractions in order to maintain appealing display following sale of products. No vendor shall be allowed to leave the market prior to the end of the marked end time.
- Notification of a planned absence at a market should be made to the Market Manager by 8 am on the market day.
- Spaces at all markets shall be assigned on the basis of RFM application and space available. Market Manager will determine the location of RFM Vendors' tent locations.
  - ✓ Spaces at the market will be determined by the following priorities and in this order:
  - ✓ Returning members fill in the first spaces; new requests from returning members; new RFM Vendors, and nonprofits. The market management reserves the right to not accept any one member with just cause as determined by the market management.
  - ✓ The Market Manager reserves the right to add or remove vendors from the market as deemed necessary to enhance the vibrancy and competition of the market vendors and product offerings.