

Weymouth Farmers Market
75 Middle Street
Weymouth, MA 02189
(781) 682-3586



RULES & REGULATIONS: 2023-2024 WINTER SEASON

- **Location:**
 - Weymouth High School Gold Cafeteria, 1 Wildcat Way, Weymouth Massachusetts
 - Weston Chapman Middle School, 1051 Commercial St, Weymouth, MA 02189
- **Dates:** Sundays – November 19, December 17, January 28, February 25, March 24, April 14
- **Time:** 10:00am – 1:00pm
- **Contact:** Teryn Hermenau / office: 781-682-3586 / cell: 781-413-7282 / thermenau@weymouth.ma.us
- **Parking:** On Site
- **Cancellations:** In the event of a cancellation, every effort will be made to provide Vendors advance notice. A makeup date may be added at the discretion of the Town of Weymouth.

Section 1: Mission and Management

1. The Weymouth Farmers Market (hereinafter the “Farmers Market”) is a community event organized and operated by the Town of Weymouth (hereinafter the “Town”) in partnership with the Weymouth Food Pantry (hereinafter the “Food Pantry”).
2. The mission of the Farmers Market is to cultivate community engagement by creating a place where residents, farmers, and producers connect for a happier, healthier Weymouth. The Market provides increased access to local, healthy food options for those in need.
3. The Farmers Market is operated under the direction of a Market Manager and Steering Committee composed of representative employees of the Food Pantry and the following Town offices: Health Department, Mayor’s Office, and Recreation Department.
4. The Market Manager, Steering Committee or Town may establish policies for operation of the Farmers Market, approve or deny vendor applications and approve variances under these Rules & Regulations.
5. The Market Manager, Steering Committee, and/or Town shall have the power to interpret, apply, and enforce these Rules & Regulations.

Section 2: Vendor Eligibility and Products

1. The Farmers Market is open to Food [New England commercial growers (Farms), home gardeners, bakeries, other food vendors], Non-Food, and Plant Vendors (NFP), with a goal of 75% Food / 25% NFP Vendor allotment. The Market Manager, Steering Committee or Town are responsible for vendor selection, and per their discretion may allow for additional NFP vendors beyond 25% of the Market, and the attendance of non-profit organizations. Vendor applications are approved and/or denied based on market supply, consumer demand, product diversity goals, and/or other legitimate factors related to the business of the Farmers Market.
2. Vendors must sell items from an inventory available on-hand at the Farmers Market. Scheduled orders are permissible when an item is not in stock, but these transactions should be only a minor portion of sales.
3. “Commercially grown” and “home grown” shall mean that all pruning, spraying, fertilizing, and harvesting is performed by a person directly employed by the vendor or a person of the household. These may include food or plant items grown on land under a lease or license, provided that the grower who leased or licensed the land undertakes all the aforementioned activities.
4. Food or plant items not grown by the vendor must be clearly marked as to the place grown, and must be approved by the Market Manager or Steering Committee.
5. The following food, plant, and/or beverage items may be sold at the Farmers Market:
 - Baked goods
 - Breads
 - Candy
 - Chocolate
 - Cider
 - Coffee
 - Dairy products
 - Eggs
 - Flowers
 - Fruits
 - Herbs
 - Honey
 - Hot food
 - Juice
 - Meat
 - Milk
 - Poultry
 - Prepared/Grab-N-Go food
 - Preserves
 - Sauces
 - Seafood
 - Seasoning
 - Syrup
 - Vegetables
 - Other food items as approved

6. The following NFP items may be sold at the Farmers Market:
- Candles
 - Crafts
 - Jewelry
 - Lotions
 - Metalwork
 - Oils
 - Pet food
 - Soaps
 - Woodwork
 - Other NFP items suitable for a Farmers Market and as approved
7. Vendors may carry a nominal number of items that were not grown, produced, or made by the vendor (hereinafter “carried items”). Carried items must be directly related to the vendor’s product line.
8. The Market Manager or Steering Committee may allow guest groups and/or organization to utilize space at the Farmers Market for the purpose of education, entertainment, fundraising, and/or outreach. Any such guests will be required to abide by these Rules & Regulations.

Section 3: Schedule of Fees

1. Space at the Farmers Market will be rented to vendors in accordance with the following schedule of fees:

Full Season Vendor	\$125
Weymouth Home Gardeners/Non-Profit organization <i>(Requires proof of residency/NP status)</i>	FREE
Individual Market <i>(minimum of 2 Markets)</i>	\$25 per market

Section 4: Terms and Conditions of Sales

1. Vendors must submit a completed application and provide a statement that they have read, understand, and agree to abide by these Rules & Regulations.
2. Vendors must provide an inventory of items to be sold at the Farmers Market (hereinafter the “List”). The Market Manager and/or Steering Committee will review the List as part of the vendor’s application. If approved, the vendor may sell only those items included on the approved List.

3. At any time during the season, a vendor may submit an amended list to the Market Manager or Steering Committee for review and action. No new items from this list may be sold until the list is approved by the Market Manger or Steering Committee.
4. Vendors must sell items at a fair price. Promotions or sales are permissible, but the Market Manager or Steering Committee shall have the authority to determine if any promotion or sale is in the best interest of the Farmers Market.
5. Items sold at the Farmers Market must be first in quality, unless they are clearly marked as “seconds.”
6. No food item may be labeled “organic” unless it is certified by the Northeast Organic Farmers’ Association (NOFA).
7. Prices for all items must be clearly displayed. No item may be sold unless the price is clearly displayed.
8. Prices shall be set by the vendors. Collusion to raise or lower prices, or to exercise pressure or persuasion to cause any vendor to increase or decrease their prices, is strictly prohibited.
9. Items may be sold by the pound, bunch, piece, or measured container. Scales used at the Farmers Market must have a current seal from an authorized Sealer of Weights and Measures.
10. Food Vendors are required to have their own product and liability insurance. Vendors are required to carry enough insurance to cover the extent of their operations and liabilities. The Vendor shall include the Town as an additional insured under all insurance coverages required by this contract, with the exception of workers’ compensation insurance. The Vendor shall maintain General Comprehensive Liability in the amount of \$1,000,000 for each occurrence and \$3,000,000 in the aggregate. The Town and Vendor acknowledge that this type of insurance and coverage limits listed herein are the minimum necessary for the Town to allow the Vendor to participate in the Farmer’s Market. The Town does not intend the required type of insurance coverage in any way limits the Vendor’s liability for any damages arising from the Vendor’s participation in this agreement.

Non-Food/Plant (NFP) vendors are encouraged to carry insurance to cover the extent of their operations and liabilities.

Vendors may submit a request to have product and liability insurance waived. Requests must be made in writing to the Market Manager **no later than 10 days prior to the market date** (email to: farmersmarket@weymouth.ma.us / or mail to: Farmers Market Manager, Health Department, 75 Middle Street, Weymouth, MA 02189).

11. Unless vendors meet requirements for an exemption, no vendor shall sell processed or prepared foods at the Farmers Market without the appropriate permits as determined by the Weymouth Health Department. Permits must be displayed at the vendor’s space during the business hours of the Farmers Market.

12. Vendors and their items must comply with all relevant local, state, and federal laws and regulations.
13. The Market Manager, Steering Committee, and/or Town may make inspections of a vendor's facility and/or rented space.
14. Vendors are required to participate in the Farmers Market Wooden Token Program and to sign and submit a Vendor Agreement of participation in the program, to be provided by the Market Manager, Steering Committee, or Town.
15. Indemnification. The Vendor agrees, to the greatest extent permitted by law, to defend, indemnify and hold harmless the Town, its agents, servants, employees, successors, heirs, executors, insurers, attorneys, administrators and all other representatives, of and from any and all third party claims, liabilities and actions for damages or other relief, whether sounding in contract, tort, or otherwise, on account of or in any way arising out of or relating to bodily injury, including death, and real or tangible property damage to the extent proximately caused by Vendor's negligence or greater culpability. The Vendor's duty to defend is expressly conditioned on the Town giving Vendor prompt written notice of the claim, granting Vendor control of the defense and settlement of the claim, and cooperating with Vendor in the defense of the claim. Vendor's duty to defend shall immediately accrue and be owing upon the utterance of such a claim by any person or entity regardless of merit and shall not be dependent upon a finding of negligence or any other finding of fact at trial. The duty to defend shall be absolute and will include and shall not be defeated or in any way undermined by the utterance of claims not covered by this contract. The Town may participate in the defense after proper notice to the Vendor. If the Town participates in the defense, the Town shall pay its reasonable attorney's fees, costs, and expenses.

Section 5: Daily Operations

1. If unable to attend the Farmers Market, **vendors must notify the Market Manager at least one business day in advance (no later than 4pm Friday) by phone [Cell Preferred 781-413-7282] or email.** Multiple absences may result in the loss of the vendor's space and no vendor shall receive reimbursements for absences or loss of space.
2. Vendors may sell items only within their assigned space. The Market Manager shall have the authority to change or move a vendor's assigned space.
3. Vendors agree to keep their space clean and to further keep the aisle area in front of their space clean. Persons employed by a vendor or otherwise selling in the vendor's space are expected to maintain a clean and neat personal appearance at all times.
4. Vendors agree to provide the public with easy access to their items, to be helpful and informative to shoppers, and to be respectful of other vendors.

5. No vendor may engage in electioneering, political advocacy, and/or religious ceremonies at the Farmers Market.
6. No vendor may make solicitations or loud sales pitches to shoppers outside their assigned space (a practice commonly referred to as hawking).
7. No fundraising or collection activities may be performed without the express written permission of the Market Manager or Steering Committee.
8. Vendors agree to provide their own table(s) and may set up chairs and/or tents. Tents must be properly weighted and/or secured to the ground. All aforementioned objects must be kept within the vendor's space, and must be appropriate and suitable for the size of the vendor's space.
9. When available, vendors may access electricity at the Farmers Market with the approval of the Market Manager. If approved, vendors agree to provide their own electrical cords.
10. Vendors may post their name, business location, and/or contact information within their assigned space. Displays and/or signs must be suitable and appropriate for the size of the vendor's space.
11. Vendors agrees to sell for the full business day of the Farmers Market.
12. No vendor shall leave behind refuse or unsold items at the close of the business day. No refuse or unsold items may be disposed in a Town-owned dumpster or litter container without the permission of the Market Manager. Vendors must vacate the market site no later than 2:45 pm.
13. No vendor shall smoke tobacco, drink alcohol, and/or use or possess any controlled substance while at the Farmers Market.

Section 6: Disciplinary and Grievance Procedures

1. The Market Manager will judge violations of these Rules & Regulations. Decisions of the Market Manager are final, and penalties may include warnings, suspension, and/or in the case of multiple offenses, expulsion from the Farmers Market.
2. If a dispute with a shopper impacts the Farmers Market or its policies, the vendor is expected to locate the Market Manager at the time of the dispute. The Market Manager will attempt to resolve the dispute and will inform the Steering Committee if action should to be taken to review and/or adjust policies.
3. Vendors are expected to resolve disputes among one another with courtesy and respect and without the involvement of the Market Manager, Steering Committee, or Town. If a dispute cannot be mutually resolved, vendors may bring the matter to the attention of the Market Manager for a decision. The decisions of the Market Manager are final, and any failure to abide by the Market Manager's decisions may be grounds for suspension or expulsion from the Farmers Market.

4. Vendors may appeal a decision of the Market Manager. Appeals must be typed and sent via electronic mail to farmersmarket@weymouth.ma.us. Appeals must include the following information:
 - a. The date and time of the dispute or alleged violation
 - b. The person(s) involved
 - c. The nature of the dispute or alleged violation
 - d. The decision of the Market Manager and its outcome
 - e. The reason why the Steering Committee should review said decision

 5. The Steering Committee or Town will take no more than 10 business days following receipt of the appeal to investigate the facts of the case and provide a decision in writing to the appellant. In the interim, the appellant must abide by the decision of the Market Manager with no right of restitution for any losses.
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Signed, acknowledged, and agreed to Rules & Regulations:

Print Name

Signature

Date

Submit a copy of your Certificate of Insurance (obtained from your insurance agent) to: farmersmarket@weymouth.ma.us / or mail to: Farmers Market Manager, Health Department, 75 Middle Street, Weymouth, MA 02189.