



Rules of Operation

The Ashland Farmers Market will be held on Saturdays, June – October, 9:00 AM – 1:00 PM at 125 Front Street in the center of Ashland.

MISSION

The mission of the Ashland Farmers Market, which is part of the Ashland Healthy Harvest 501c3 non-profit, is to provide a venue for local farmers and small businesses to sell their products, improve nutrition by providing greater access to fresh local produce, educate residents about nutrition and sustainable agriculture and to build community while contributing to a vibrant town center in downtown Ashland.

AFM MARKET PRINCIPLES

The AFM seeks Food Vendors based on the following criteria:

- Strong preference for locally grown and locally produced crops and products.
- A diverse mix of products, encouraging selection, vitality, and freshness.
- Preference for products produced organically or through environmentally responsible practices.
- Preference for animal products from animals that are sustainably raised or harvested, and humanely handled and processed.
- Preference for whole foods rather than highly processed foods

AFM TERMS AND CONDITIONS

Food Products

- All produce and products sold by a Vendor shall be grown or produced by the Vendor, except for Secondary Products. An AFM Board of Directors (BOD) member or representative may visit a Vendor's (or Secondary Product's) farm or production facility during business hours, at the BOD's discretion.
- Vendors may not sell single use plastic bottles of water.
- The AFM BOD has the right to limit types of products sold by any Vendor in the interest of a balanced selection of products.
- Vendors selling value-added products* should source as many local ingredients as possible. Value-added products shall be made by the Vendor.
- Vendors may take orders for their products; all AFM Rules of Operation apply.
- A Secondary Product is defined as a product grown or produced not by the AFM Vendor, but by another local producer (e.g., a neighbor who produces maple syrup from her own trees). All Secondary Products shall be listed on the Vendor Application.
- Secondary Products are not to exceed 30 percent of the total products offered by that Vendor. The AFM BOD will make final determination whether the Secondary Products meet this requirement.
- All Secondary Products shall be clearly labeled with the farm or production facility location.

**Value-added products are defined as raw agricultural products changed into something new through any process that differentiates them from the original raw commodities (for example baked goods).*

FOOD VENDOR PARTICIPATION

Vendors may join the AFM as either seasonal, alternate-week, or per-diem participants.

Vendor application review and selection for the season will begin in March. To be considered for participation, please submit the following:

- a completed and signed AFM Food Vendor Application
- a copy of the coverage page of your personal or business liability insurance, indicating coverage as designated in the Permits/Licenses/Insurances section of this document
- your payment for seasonal or per-diem participation (\$195 for seasonal participation; \$100 for alternate-week or half-season participation; \$25 per market day for per-diem participation); if you are requesting electricity the fees are \$235 for seasonal participation; \$125 for alternate-week or half-season participation; \$35 per market day for per-diem participation; please make all payments by check or money order payable to the Ashland Farmers Market; your check will not be processed until you are accepted as a AFM Vendor. All fees are non-refundable once a Vendor is accepted. No stall is considered reserved until payment for it has been received in full by the AFM.

Contact the Ashland Board of Health Agent if required. Don't pay the permit fee until accepted by AFM. See requirements below.

Seasonal, Alternate-Week and Per-Diem Participation

Seasonal Food Vendors participate in every market day during the season. Alternate-Week Vendors participate every other week or for half of the 18 weeks AFM season. Per-diem Vendors participate in the market on an occasional basis. Frequency and scheduling will be at the discretion of the BOD.

Attendance

- The AFM is an all-weather market. Vendors are expected to participate "rain or shine". In the event of extreme weather, market cancellation will be posted on the AFM website by 6 am. The Vendor will be contacted by phone if there is a market cancellation.
- Vendors shall attend market days for which you are enrolled. Failure to show up for market (in the absence of approved extenuating circumstances) may result in revocation of your market participation for the balance of the season at the discretion of the BOD.
- **In the event of illness or emergency, Food Vendors shall call Rob at 774 392 1391 and Artisans shall call Kelly at 617 605 2559 with as much advance notice as possible and at least 24 hours prior to the start of that Saturday's market. If such message is not received, the absence for that market day will be considered unapproved.**
- **In case of a last minute cancellation on the day of the market, call the AFM Market Manager.**

Permits/Licenses/Insurances

- Vendors shall be in compliance with all permitting and licensing requirements established by the Town of Ashland, State of Massachusetts, and bodies of the federal government (including but not limited to those noted in these AFM Rules of Operation).
- Scales used at the market shall be sealed and inspected.
- Vendors are independent entities and, as such, are liable for applicable insurances. Vendors shall carry their own general liability insurance (in amounts not less than \$1,000,000 per person per incident and \$1,000,000 aggregate), and product liability insurance (in an amount not less than \$1,000,000). Name the Ashland Farmers Market as the Certificate Holder. Furthermore, Vendor vehicle liability insurance is required.
- Upon request by the AFM, Vendors shall provide information sufficient to certify that the Vendor has obtained and/or complied with the permitting, licensing and insuring as stated above.

ASHLAND BOARD OF HEALTH REQUIREMENTS

- Packaged or processed goods, including cheese, cider, fish, and meats, will require an Ashland Board of Health permit and the Vendor shall contact the Town of Ashland Health Agent for all permitting and licensing requirements.
- If selling fresh produce (fresh uncut fruits and vegetables), unprocessed honey, maple syrup, or farm fresh eggs no Board of Health permit is required. All other food sales shall require a Board of Health permit.
- Please contact the Ashland Board of Health at 508-881-0100, extension 7922, with any questions.
- The \$50 BOH permit fee should not be paid until the vendor is accepted by AFM.

MARKET DAY

The AFM Market Manager is responsible for all activities at the market, and will enforce all rules and regulations. Vendors shall comply with her/his requests or directives; disregard of market rules or regulations, or disrespectful conduct will result in review by the AFM BOD. Any disputed issue may be appealed in person to the Board of Directors; the decision of the BOD will be final. If a Vendor has any problems, questions, or concerns during the market, he/she is encouraged to talk to the Market Manager.

Setup and Breakdown

- On arrival at the market, Vendors should check in with the AFM Market Manager to confirm stall placement for the day.
- Vendors may not arrive on site before 7:30am, and shall **have their stall areas set up and be ready to sell no later than 8:45am**. For safety reasons, neither setup nor breakdown may occur during market hours. Vendors shall keep their displays and inventory within the boundaries of their stall spaces. Stall areas are 10 ft by 10 ft.
- Vendors are responsible for providing their own equipment (tables, canopies, scales, etc.), and for ensuring that all structures are secure. For safety, weights for canopies/tents at market are mandatory, with a minimum of 30 pounds per tent leg recommended.
- Each Vendor will be responsible for keeping her/his area clean and picked up during and after the market.
- There is no access to water for Vendor use.
- The Ashland BOH requires hand wash stations for Food Vendors who offer food samples.

Display

- The Market Manager may require a Vendor to change his or her display if it is deemed a safety risk or otherwise does not comply with AFM Rules of Operation.
- Stall displays shall include clear signage for: Vendor or farm name; product prices; name and location of any Secondary Product producers. Vendors are encouraged to post the location (town) of their farms or farm-related business. Labeling for any packaged or processed products shall comply with the State and local Board of Health requirements.
- Vendors shall have on site all applicable licenses; any required Ashland Board of Health, federal, and state permits; and USDA or other organic certification documents, if relevant.
- Certified products (Organic, Mass Grown, USDA Certified, etc.) shall be clearly labeled as such. No products may be labeled "Organic" without proof of valid certification.

Miscellaneous

- The AFM participates in the federal Supplemental Nutrition Assistance Program (SNAP), WIC and Senior Coupon programs. Vendors who participate in WIC and Senior Coupon programs should display notice of their participation at their market stalls.
- The following items are prohibited under all circumstances: firearms, smoking, and items not approved for sale by the AFM Board of Directors. Vendors may not bring animals to the market (unless specifically arranged for through the BOD)
- No Vendor shall engage in solicitation, collection drives, political or religious activities in the market. No loud hawking of items is allowed.
- Vendors shall provide an approved covered trash receptacle when selling ready-to-eat items.
- Vendors may not distribute single use non-compostable plastic bags at the market.

- Vendors are strongly encouraged to use compostable food containers, cups and utensils when selling ready-to-eat items.

Vendor Acknowledgements

1. All market rules will be enforced, and failure to comply can and may result in termination of a Vendor's market participation, which may include immediate vacating of the market site. The Vendor acknowledges and agrees that the AFM, its BOD, and its agents, members, and volunteers, and the Town of Ashland, any of its agents, shall have no liability for any incidental or consequential damages, loss of business, or otherwise for terminating this Contract.
2. All authorized Vendors participating in the AFM season agree that 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 its employees, agents, and associates. All Vendors agree to indemnify and save the AFM, its Board of Directors, and its volunteers, members, and agents as well as the Town of Ashland, any of its agents, harmless from any loss, costs, damages, and other expenses, including attorney/s fees suffered or incurred by AFM by reasons of Vendor's negligence or intentional misconduct of that of its employees, agents, and associates.
3. Vendor agrees to save, hold harmless, and indemnify the AFM its BOD and its volunteers, members, and agents as well as the Town of Ashland and any of its agents, from and against any and all liabilities, claims, demands, expenses, fines, penalties, suits, proceedings, actions, and causes of action of any and every kind and nature arising out of or in any way connected with the Vendor's use of occupancy of the premises, or any of the vendors activities in the market, or those of Vendor's agents, contractors, employees, customers, and invitees while on or on the premises and/or the market.
4. Vendor agrees that no individual member, volunteer, or agent of the AFM or its BOD, as well as the Town of Ashland shall have any personal liability with respect to any of the provisions of this Contract. Under no circumstances shall a Vendor have a claim or cause of action against any individual member, agent, or volunteer of AFM or its BOD, or the Town of Ashland and any of its agents, with respect to any breach of this Contract by AFM, or for any injury or damage sustained by Vendor, its employees, contractors, agents, customers, or invitees arising out of or in connection with Vendor occupying and/or operating retail business on the premises or in the market. This provision shall inure to the benefit of the AFM, its successors and assigns, and their respective principals.
5. The Ashland Farmers Market and its Board of Directors is a volunteer-run non-profit corporation and is unrelated to the Town of Ashland.