



## ABFM 2022 Rules of Operation

### MISSION

The mission of the Acton-Boxborough Farmers Market (ABFM) is to showcase local sustainable agriculture and promote organic practices; to educate the public on food and agriculture topics; to provide for direct, informed relationships between farmers and consumers; and to benefit local farmers and the local economy, as well as public health, community vitality, and regional environmental and economic sustainability.

### ABFM MARKET PRINCIPLES

The ABFM Leadership Board (LB) chooses each season's Vendors on the bases of market needs and these criteria:

- the ABFM is a producer-only market
- strong preference for locally grown and/or produced crops and products
- optimal diversity and mix of products (no guarantees of exclusivity of products are made or implied)
- preference for organic and/or environmentally responsible practices and products/ingredients
- preference for animal products from animals that are sustainably raised and/or harvested, and humanely handled and/or processed
- preference for whole, rather than highly processed, foods (concession-style foods and ready-to-eat meals are not permitted)

### ABFM 2022 RULES OF OPERATION

#### PRODUCTS

- All produce and products sold by an ABFM Vendor must be grown and/or produced by the Vendor. An ABFM LB member and/or representative may visit a Vendor's farm or production facility during business hours, at the LB's discretion. **Please include a plot plan with your application.**
- Vendors selling value-added products should source locally as many constituent ingredients as possible; value-added products must be made by the Vendor. All ingredients must be raised, harvested, prepared for resale, packaged, and displayed in accordance with federal, state, and local regulations.
- Vendors may sell one pre-approved, non-food, promotional item. Please contact the Vendor Committee for more information.
- Vendors may take orders for their products; all ABFM 2022 Rules of Operation apply.

#### VENDOR PARTICIPATION

The ABFM Market Manager is responsible for all activities at the market and will enforce all rules and regulations. Vendors must comply with their requests or directives; disregard of market rules or regulations, or disrespectful conduct will result in review by the ABFM LB. Any disputed issue may be appealed in person to the LB; the decision of the LB will be final. If a Vendor has any problems, questions, or concerns during the market, they are encouraged to talk to the Market Manager.

- Vendors may join the ABFM as seasonal, alternate-week, or per-diem participants.
- The ABFM is an all-weather market; **Vendors are expected to participate "rain or shine."** In the event of extreme weather, the Market Manager will notify Vendors of market cancellation.
- Vendors who are not accepted as 2022 ABFM participants may request to be placed on our Vendor Wait List; placement on the list is at the discretion of the LB. If, during the market season, a Vendor stall becomes available for a specific date, the Market Manager may offer that day's available stall to a Vendor from the Vendor Wait List.
- All Vendors must comply with the ABFM 2022 Rules of Operation. The ABFM reserves the right to revoke or deny market participation to any Vendor at anytime.

#### Seasonal, Alternate-Week, and Per-Diem Participation

- Seasonal Vendors participate in every market day during the season. Alternate-Week Vendors participate every other week during the ABFM season. Per-diem participation is available to Vendors who would like to participate in the market on an occasional basis and is limited to no more than five (5) market days per season. Frequency and scheduling will be at the discretion of the LB.

- Stall sharing, by two smaller Vendors, is permissible on a 50-50 basis. Each prospective Vendor must submit their own application materials, but both sets should be submitted together. One Vendor must be the primary communication and fiscal contact with ABFM; both Vendors must be present at market.

### Stall Size and Fees

- Stall areas are 10' x 10'. The seasonal stall fee is \$225; for alternate-week participation, \$135; and for per-diem participation, \$20 per market day. **All Vendors must also submit a \$100 Compliance Fee; please see Attendance, and Market Day Setup and Breakdown, sections for details.** All stall fees are nonrefundable once a Vendor is accepted to the ABFM. No stall is considered reserved until both the Stall Fee and Compliance Fee have been received by the ABFM.

### Attendance

- **Vendors are expected to attend every market day for which they are scheduled. Vendors are allowed one excused absence with prior approval and will not be penalized for absences due to illness. Please indicate on your application any date on which you know you can't attend market.**
- **Any Vendor who is late (i.e., who arrives at market after 9:40am) or has an unexcused absence from market (not due to illness) may forfeit all or part of their \$100 Compliance Fee and risk termination of their participation in the ABFM. The LB will decide, on a case-by-case basis, whether an incident of lateness or absence shall be deemed excused or unexcused.** Vendors will have the balance of their Compliance Fees returned to them after the end of the season. Please see the section below (How the Compliance Fee Works) for details on enforcement of the Attendance policy. **If you have any questions, please contact the Vendor Committee via email at [Vendors@ABFarmersMarket.org](mailto:Vendors@ABFarmersMarket.org) or at 508.292.3096.**
- To report a market day absence or lateness, **please do BOTH of the following:** call or text the Market Manager at **508.292.3096 AND** send an email message to [Vendors@ABFarmersMarket.org](mailto:Vendors@ABFarmersMarket.org). When texting, please identify which Vendor you represent.
- In the event that a Vendor is absent, the ABFM reserves the right to use that stall at its discretion.

### HOW THE COMPLIANCE FEE WORKS

- The first unexcused "lateness" will result in a written warning. All subsequent incidents will result in a \$25 per-event debit from the Vendor's Compliance Fee.
- Each unexcused absence from market (not due to illness) will result in a \$50 debit from the Vendor's Compliance Fee. The LB will evaluate any multiple excused absences at its discretion; this may result in further debits from the Vendor's Compliance Fee.
- If a Vendor has exhausted its Compliance Fee balance, the LB may require an additional \$100 Compliance Fee payment.
- The LB reserves the right to terminate Vendors for multiple or chronic Attendance violations.

**NOTE: Please see Market Day Setup and Breakdown section for additional Compliance Fee information.**

### Permits/Licenses/Insurances

- Vendors and Artisans must be in compliance with all permitting and licensing requirements established by the Town of Acton, State of Massachusetts, and federal agencies (including, but not limited to, those in these ABFM 2022 Rules of Operation).

### ACTON HEALTH DEPARTMENT REQUIREMENTS

- Packaged or processed goods, including cheese, cider, fish, and meats: Acton Health Department permit required
- The Acton Health Department Temporary Food Permit fee is \$25 per day, or \$50 per year. Please contact the Acton Health Department with any questions at 978.264.9634.
- Scales used at the market must be sealed and inspected.
- Vendors and Artisans are independent entities and, as such, are liable for applicable insurances. Vendors and Artisans must 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). Please name the ABFM, its Leadership Board, volunteers, members, or agents, and the Town of Acton as additionally insured. Furthermore, Vendor vehicle liability insurance is required.

### MARKET DAY

#### Setup and Breakdown

- On arrival at the market, Vendors should check in with the ABFM Market Manager to confirm stall placement for the day.
- **Vendors may not arrive on site before 8:30am and must have their stall areas set up and be ready to sell no later than 9:50am.** For safety reasons, the lot will be barricaded at 9:40; neither setup nor breakdown may occur during market hours (10am–1pm). Vendors must keep their displays and inventory within the boundaries of their stall spaces.
- 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 required minimum of 25 lbs. securely attached to the bottom of each individual canopy leg, and 40 lbs. per canopy leg recommended.** Vendors who fail to weight their canopies as required may be given a warning after the first violation; a second violation may trigger another warning and a \$25 debit from the Vendor's Compliance Fee; a third violation may trigger another warning and a \$50 debit from the Vendor's Compliance Fee; a fourth violation may cause forfeit of the entire Compliance Fee and put the Vendor at risk for termination from the ABFM.

- Each Vendor will be responsible for keeping their area clean and picked up during and after the market.
- There is no access to water or electricity for Vendor use. Use of generators at market is not permitted.

### **Vehicles**

- The Elm Street location allows for vendors to have vehicle space next to each stall. Vendors may drive into the parking lot, park next to their stall space, unload their products, and set up. At the end of the market, but not before 1:00, vendors may break down their stall and pack their vehicle. Vendors must wait to exit the parking lot until managers have cleared the lot of pedestrians and given the go ahead. Managers may assist in directing traffic during setup and takedown.

### **Display**

- The Market Manager may require a Vendor to change their display if it is deemed a safety risk or otherwise does not comply with ABFM 2022 Rules of Operation.
- Stall displays must include clear signage for the Vendor (or farm) business name and product prices. Vendors are encouraged to post the locations (towns) of their farms or farm-related businesses.
- The ABFM encourages clear display of all applicable licenses; any required Acton Health Department, state, and federal permits; and USDA or other organic certification documents, if relevant. Such documents must be available for inspection by ABFM and/or Acton Health Department staff.

### **Miscellaneous**

- The ABFM accepts SNAP benefits. Vendors are encouraged to display notice of their participation in WIC, HIP, Senior Coupons, or other programs at their market stalls.
- The ABFM strongly discourages the presence of the following items/activities at market: firearms, alcoholic beverages (other than Vendor products), smoking, or items not approved for sale by the ABFM LB. Vendors may not bring animals to the market unless specifically arranged for in advance through the LB.

### **THE FINE PRINT**

The applicant Vendor's signature on the 2022 Acton-Boxborough Farmers Market (ABFM) Application verifies that the Vendor has carefully read, understands, and agrees to all provisions of the ABFM 2022 Rules of Operation. 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 ABFM, its Leadership Board, and its agents, members, and volunteers, as well as the Town of Acton, shall have no liability for any incidental or consequential damages, loss of business, or otherwise for terminating this Contract.

All authorized Vendors participating in the ABFM 2022 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 of its employees, agents, and associates. All Vendors agree to indemnify and save the ABFM, its Leadership Board, and its volunteers, members, and agents, as well as the Town of Acton, harmless from any loss, costs, damages, and other expenses, including attorney's fees suffered or incurred by ABFM by reason of Vendor's negligence or intentional misconduct or that of its employees, agents, and associates.

Vendor agrees to save, hold harmless, and indemnify the ABFM, its Leadership Board, and its agents, members, and volunteers, as well as the Town of Acton, 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 Vendor's activities in the market, or those of Vendor's agents, contractors, employees, customers, and invitees while in or on the premises and/or the market.

Vendor agrees that no individual member, volunteer, or agent of the ABFM or its Leadership Board, nor the Town of Acton, 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 ABFM or its Leadership Board, or the Town of Acton, with respect to any breach of this Contract by ABFM, 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 ABFM, its successors and assigns, and their respective principals.