

Westfield Farmers' Market
at the Episcopal Church of the Atonement
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Rules for Operation, 2022

The mission of the Westfield Farmers' Market is to promote local agriculture and to provide fresh, healthy, affordable food to the people of Westfield and the surrounding communities. In light of this mission, all local farms and the products they grow are welcome at the Westfield Farmers' Market.

1. Location: The front lawn of Episcopal Church of the Atonement, 36 Court Street, Westfield, MA
2. Hours of Operation: 12:00 PM until 5:00 PM on Thursdays. There will be no exchange of goods before 12:00 PM, except among vendors.
3. Dates: 21 Weeks, June 2, 2022 through October 20, 2022
4. All vendors must reapply annually.

Levels of participation:

- **Full-time vendors** are expected to attend every market, unless an emergency arises. There shall be no refunds issued to vendors who are absent without 1 week's notification, except in emergency situations. Should a vendor be absent, the Market reserves the right to offer the unused space to another vendor for that week. A vendor who registers as a full-time vendor but does not participate as such risks losing his or her permanent space and may lose his or her full-time status. Rates will be adjusted accordingly for the remainder of the market season. If a vendor is repeatedly absent without advanced notice, or is repeatedly in violation of the rules, that vendor loses the right to his or her regularly assigned space.

- **Part-Time Vendors** may attend throughout the season on a regular, previously-agreed-upon schedule. Although every effort will be made to assign part-time vendors to a consistent space, this may not be possible each week, and part-time vendors do not have a permanent space.

- **Visiting vendors** may attend at will. They must submit an application for approval and notify the Market and pay their fee at least a week in advance of their attendance. All rules apply to visiting vendors. A visiting vendor may decide to become a full - or part-time vendor at any time during the season. Rates will be adjusted accordingly.

- **Commercial vendors** own and operate a commercial wholesale business or service for profit. They are accepted only when their product is relevant to the interest of the market community.

- **Non-profit organizations** pay no registration fee and attend the Market to distribute information for the public good. They may not promote a political agenda. They may recruit membership in their organization, and **If they pay a part time vendor fee**, they may sell items to raise money for their organization.

6. The following **fees** will apply:

Registration fee for all full, part-time and Commercial vendors:

- Prior to Monday, May 2 nd 2022 **\$60**
- After Monday, May 2nd 2022 **\$75**

Participation Fees are scaled as follows:

- **Full Time Vendor** due by Friday, May 20, 2022: **\$160**

Fee may be paid in installments.
(\$160/21 weeks = \$7.60/wk, plus registration fee)

- **Part-Time Vendor:** **\$20 per week**

(plus registration fee)

- **Visiting Vendor**, due 1 week prior to participation: **\$35/week**

for a maximum of 5 weeks to try out the Market. **There will be no registration fee.** After that time, should the vendor decide to continue on a regular full-time or part-time basis \$20/week of the \$35/week already paid will be applied toward the \$75 registration fee.

- **Commercial Businesses** - Vendors promoting a

non-agricultural commercial business or selling approved commercially manufactured products:

\$60 per week
\$800 full season

(plus registration fees)

- **Non-Profit Organizations:** There will be no registration fee for non-profit community- based organizations distributing information for the public good. Fund-raisers for non-local charities must be approved in advance and will be accepted on a case-by-case, space available basis. Non-Profits will be asked to fill out an application and sign an insurance waiver.

Non-Profit organizations selling items to raise funds: \$15/week

- **Vendors who require an additional space** will be charged an additional participation fee at the same rates as above, but not an additional registration

7. Spaces are 10' x 10'. Vendors are expected to provide their own tent, tables, and chairs, and to anchor them securely to prevent harm in the event of inclement weather.

8. **The Market will remain open, rain or shine, and vendors are expected to remain open for business for the entire Market day. In the event of severe or inclement weather, decisions to close the Market will be made by the Market managers by 9:00 am on the day of the Market. (Please note, this happens very infrequently). Notification will be sent**

to vendors by email and posted on the Market's Facebook page and website. Personal safety of volunteers, customers, vendors and their property is a priority and will be the determining factor in making such decisions. Since the Market is open rain or shine, vendors are expected to come prepared to provide protection for their products in the event of rain.

9. In accordance with MDAR regulations, **all items sold at the Market must be produced by vendors on their farm in Massachusetts or any bordering state.** In support of our mission to support local agriculture and in fairness to small farmers, wholesale products are not permitted, **except in special circumstances approved by the Market Committee. A farmer at the Market may sell products supplied by another local farmer who has grown and produced them themselves ONLY IF there is not a farmer already selling the same product at the Market. Produce that is not grown by the vendor may be sold only by permission of the Market and must be clearly labeled identifying the source.** The Market Committee reserves the right to visit a vendor's farm and encourages vendors to submit photographs and to post them on Facebook to enhance promotion of the Market. Baked goods, jams, jellies, and similar value added products may be sold if they are made locally or by the vendor and contain at least one product grown locally.

10. For the sake of diversity, the Westfield Farmers' Market welcomes high quality crafts, although it is not a craft fair. All craft items should be produced by the vendor, by hand, from agricultural, natural, or repurposed products or, in the judgment of the Market Committee, complement the products offered at the Market. Every effort should be made to supply materials used in crafts from locally grown agricultural products. Preference will be given to those crafts or value-added products that use local and sustainably produced materials. The Market will make an effort to avoid duplication in crafts and non-agricultural items.

11. All vendors are expected to be familiar with and comply with all state regulations concerning sales at Farmers' Markets. Information may be attained by visiting mdar.gov. According to the Westfield Health Department, The Massachusetts Department of Public Health Food Protection Program (FPP)'s interpretation of farm products currently includes:

Fresh produce (fresh uncut fruits and vegetables); unprocessed honey (Raw honey as defined by the National Honey Board: Honey as it exists in the beehive or as obtained by extraction, settling or straining without added heat.); Maple syrup; Farm fresh eggs (must be stored and maintained at 45°F (7.2°C)).

Any vendor selling food products other than the 4 groups listed above must submit a separate required application to the Westfield Health Department. For questions related to Westfield Department of Health policies, contact Steve Cipriani, 59 Court St., Westfield, MA 01085; 413 572-9125. Board of Health applications are available on the market website at www.westfieldfarmersmarket.org.

12. **Processed foods** sold at a farmer's market MUST be manufactured in a licensed food processing facility, a licensed food establishment, or a licensed residential kitchen. Copies of residential kitchen permits, retail food establishment permits or food manufacturing licenses where the food was prepared should be submitted to the Westfield Health Department along with the vendor's application, and must be submitted to Market Committee members upon request.

13. Vendors planning to use a scale shall have it sealed by a Sealer of Weights and Measures.

14. In keeping with the friendly, cooperative, family atmosphere of the Market, **vendors selling the same or similar products** are asked to cooperate with one another to the best advantage of all concerned. The Market Committee will resolve disputes that may arise among vendors.

15. Vendors of **wholesale or commercially manufactured products** will be required to establish a relevance of their products to the Market and will be charged as a commercial vendor. The committee reserves the right to prohibit sale of certain products and gives the Market Manager the right to remove any product that has not been approved.

16. **Prices** will be determined or negotiated by the vendor and the customer and **must be clearly displayed at all times.** No warranty of any sort, expressed or implied, is made by the Episcopal Church of the Atonement or the Market Committee, and any warranty is expressly denied.

17. Each vendor will be responsible for setting up, packaging, and displaying their products, as well as providing protection for the products from the elements. Each vendor must leave their assigned place in clean condition within an hour of the

Market closing. Each vendor is expected to carry out anything not sold that was carried into the Market. **Vendors may not leave materials for the Market Volunteers to clean up or for the Church to recycle or dispose of.**

18. **Vendors are expected to be open for business for the entire 5 hours of the Market.** Once the Market access is sealed off to provide a single entrance and exit, vendors may not leave, except in an emergency, or if a vendor has sold all of their product. In fairness to all vendors, no one may sell to customers before the Market opens at 12:00 noon and in fairness to customers who arrive late in the day, **vendors must keep tents up and all displays open until 5:00 pm** when the Market closes.

19. **Check-In:** Staff will be available for check-in beginning at 10:30 am. Upon entering through the parking lot, vendors will stop to check in with the Market Manager. They will provide their completed and signed Pre-Check/Waiver, and fees or insurance paperwork due, and be given their site assignment for the day.

20. **Parking and Loading:** Vendors should be respectful of one another and cooperate with one another and the volunteers during the unloading and loading process. Vendor entrance to the Market will be through the Church parking lot. For safety reasons, no vehicle may enter the Church driveway between 11:30 am and 5:00 pm. **Customer** parking will be in the Church parking lot at the rear of the Church, entering from Pleasant Street. **Vendors are asked to park in the city lot on Central St. behind the police station and Berkshire Bank,** once they have unloaded from the driveway or the Church sidewalk. Only before 11:30 am and after 5:00 pm, vendors may drive on the tree belt and park in **a single line on the right in the direction of street traffic to load and unload only.** Out of courtesy to other vendors who are also loading and unloading, **do not double park** in the tree belt or in the driveway, **drive in the direction of the street traffic** when entering and leaving the market, and **remove your car as quickly as possible.** **Vendors must park their vehicles before setting up their displays.** There will be no driving or parking on the public sidewalk or on the lawn of the Church unless specifically approved by the market manager (food trucks will be allowed at the far end of the lawn).

21. **Insurance:** All vendors are responsible for carrying their own personal and product liability insurance, and for providing a copy of the Certificate of Insurance naming the Episcopal Church of the Atonement as "Additional Insured" to the Market Committee. **Any vendor who does not carry vendor insurance will be required to sign a waiver protecting the Church from liability in the event of injury or accident resulting from that vendor's participation in the Market.**

22. Any violation of these rules may subject the violator to denial of future participation in the Market, forfeiture of fees, and assessment of costs to reimburse the Church for damages.

23. The Market Management team is the official representative of the Market. If problems arise, disputes will be settled by that team.

24. These rules are intended to be in the best interest of the Market, its vendors and customers. The Market Management Team may, at any time, change, modify, or add to these rules to better serve these interests.

DATE of Edit:

February 5, 2022