

2015 Brockton Farmers Market Guidelines

Borrowed from the Massachusetts Department of Agriculture

I. Terms and Conditions of Sales

1. All persons desiring to sell goods at the Market will submit a completed Farmer's Market Application/Inventory List on a form provided by the market, and each person must sign a statement that they have read, understand and agree to abide by the rules of the Market.
2. All persons submitting an Application must provide an inventory List of items to be sold at the Market. The submitted list will be examined at the time of application review and an approved List will be issued by the Market Manager. Persons approved to sell at the Market may only sell items from their List.
3. In the event that a vendor would like to modify his/her list, an amended inventory list must be submitted to the Market Manager for approval. New items identified on the amended inventory list may not be sold prior to the market manager's approval.
4. Only the following, Massachusetts-grown or produced items that meet all applicable federal, state and local rules and regulations and approved by the Market Manager may be offered for sale:
 - A. Fresh fruits
 - B. Fresh vegetables and herbs
 - C. Plants and flowers
 - D. Honey and maple syrup
 - E. Fresh cider
 - F. Dairy products
 - G. Poultry and meat products
 - H. Baked goods in which the majority of the ingredients are produced by the vendor.
 - I. Massachusetts-produced specialty food products
 - J. Other
5. Farmer grown and produced shall mean the following:
 - A. Pertaining to all the items in paragraph 4 above, all pruning, spraying, fertilizing, and harvesting is undertaken by the farmer, or a member of the farmer's household or persons directly employed and paid by the farmer. This may include items grown on land under written lease or license, provided that the farmer who leased or licensed the land undertakes all of the above activities.

- B. Any Farmer intending to sell products grown on leased or licensed land must furnish a copy of the lease or license agreement to the Market Manager at the time of submitting his/her List.
6. All items offered for sale at the Market must be first quality, unless they are expressly posted as “seconds”.
 7. Only products certified by the Northeast Organic Farmers’ Association (NOFA) as organic may be labeled “organic”.
 8. All processed foods should comply with the requirements set forth by federal, state, and local laws, regulations and rules.
 9. Items may be sold by the pound, bunch, piece, or measured container.
 10. Scales utilized at farmers’ markets must be inspected and sealed by the Sealer of Weights and Measures.
 11. Vendors are urged to carry insurance to cover the extent of their operations and liabilities.
 12. Vendors are required to comply with all federal state and/or local laws and regulations.

II Prices and Signs

1. Prices for all items for sale shall be posted clearly on a sign. No item shall be sold unless the price of the item is clearly displayed.
2. Prices for items shall be established only by individual Vendors
3. Collusion among vendors to raise or lower prices, or to exert pressure or persuasion to cause any vendor to increase or decrease selling price is prohibited.
4. Each vendor must post the name and location of his/her farm or business at his/her assigned selling area in the Market.

III Daily Operation

1. If a vendor cannot attend the market, the Market Manager must be notified at least 24 hours in advance at (508) 580-7123
2. Selling at the Market shall begin promptly at 9:00 a.m., and no selling may take place before this time.

3. Vendors shall arrive no earlier than 8:00 a.m. to set up displays.
4. Vendors must agree to sell for the entire market day.
5. Vendor must vacate the selling area no later than 2:30 p.m. and all clean-up must be completed.
6. No Vendor shall engage in solicitation, collection drives, political or religious activities in the market. No loud hawking of items is allowed.
7. Vendors must keep the vicinity in and around their selling area clean at all times and remove all refuse and unsold items at the end of each Market Day.
8. Vendors must provide an approved trash receptacle when selling ready-to-eat items.
9. Vendors must be courteous to other Vendors and to the public at all times. Vendors and their agents, employees and representatives must maintain a neat and clean personal appearance at all times.
10. No vendor shall smoke tobacco, drink alcohol and/or possess or use any controlled substance while at the Market.

IV Grievances

1. In the event of a dispute regarding any aspect of the Market, the Market Manager shall make a decision. Any failure to abide by the Market Manager's decision may be sufficient grounds for excluding the Vendor from the Market.
2. A Vendor may file an appeal from the market Manager's decision, in writing, to a review committee made up of officials, Vendors, sponsors, community groups or like entities of the market and establishment by the Market ("Grievance Committee"). Any appeal must be filed within 10 days of a decision.
3. Upon receipt of an appeal, the matter will be reviewed expeditiously.
4. If the Market does not establish a Grievance Committee, it shall make arrangements with the Massachusetts Office of Dispute Resolution or a similar organization to process complaints.
5. The Grievance Committee will take no more than (10) days from the receipt of the appeal to make its decision. During this time, the Vendor must adhere to the original decision of the Market Manager with no right to restitution for any losses.

I/ we confirm that I / we have read, understood and agree to abide by all rules of the Brockton Farmers' Market enumerated above.

Farm Name

Address

Phone

Signature

Date

Signature

Date

Product Information:

Types of Products you plan to sell at the Brockton Farmer's Market:

(Check choice then specify)

____ Fruits _____

____ Vegetables _____

____ Honey _____

____ Cider _____

____ Baked Goods _____

____ Herbs _____

____ Plants _____

____ Syrup _____

____ Dairy _____

____ Other _____

List of All Individuals Authorized to sell at Market on Farm's Behalf:

I/we confirm that the information above is complete and accurate to the best of my/our knowledge.

Signature

Signature