

2017 Hardwick Farmers' Market *-on the Common*

Application

Please return signed application to:

Hardwick Farmers' Market
c/o Genevieve Stillman
New Braintree, MA 01531
or email to stillmans@verizon.net

Name: _____

Telephone: _____

Farm or Business: _____

Farm or Business telephone: _____

e-mail: _____

Address: _____

City: _____ State: _____ Zip: _____

Website: _____

I am applying for: Season pass (\$50)* Day Pass (\$10 per day)*

If day pass, please list dates you wish to vend :

Will you need electricity?

Do you accept Massachusetts Farmer's Market Coupons

Would you like to be included in the "Vendors on the Common" link on our website?

Website address: _____

I expect to grow and offer for sale:

___ Vegetables ___ Fruit ___ Herbs ___ Plants/flowers

I expect to produce and offer for sale Other Products (copy of health permit must be included with application and must be on file with Hardwick BOH if applicable):

___ Apple Cider ___ Baked Goods ___ Cheese ___ Eggs

___ Honey ___ Jam/Jelly ___ Maple Syrup ___ Meat

I expect to offer for sale non-food products (please describe in detail):

Is there anything you would like us to know about you or your product?

I hereby certify that I have read the 2016 Hardwick Farmers' Market Rules and Guidelines and that I will abide by them. All of my produce and seedlings are grown by me, my direct employer, or an immediate family member and any baked goods, eggs, flowers, processed foods, crafts or other sale items are produced by me, my direct employer, or an immediate family member. I recognize that non-compliance with these rules could cause me to be permanently evicted from the Hardwick Farmers' Market.

Signature

Date

***Market fees due at first market payable to Town of Hardwick/ Hardwick Agricultural Commission**

Please include:

- Copy of your Town Board of Health Permits if you are selling any food other than fresh produce.
- Signed Hardwick Farmer's Market Contract
- Signed market application
- Copy of liability Insurance if available

HARDWICK FARMERS' MARKET *~ on the Common*

2017 RULES AND GUIDELINES

The Hardwick Agricultural Commission sponsors the Farmers Market, held on the Hardwick Common, Sundays, June through October. The Market is comprised of local growers selling products which they have produced on their farms, locally homemade food products, and locally homemade crafts. The goal of the Farmers Market is provide an outlet for farmers and crafters to sell farm fresh, locally grown produce and other farm products, baked goods, and handmade craft items directly to consumers, while having an opportunity to meet with neighbors and celebrate our farm community.

THE MARKET: will be open rain or shine each Sunday from 11am until 2pm, on the Hardwick Common, June 19 through October 30, with the exception of the day following the Hardwick Fair...not sure about date this year.

VENDORS: must submit a signed application form and receive approval a **minimum of 5 days in advance** of first market attended if selling potentially hazardous food (you know who you are ;))

- must submit payment on or before the vendor's first market day - a one-day fee of \$10 (not to exceed \$50.00 for the entire season) or a full season, upfront fee of \$50.00.
- are expected to be present for the full three hours of the market.
- can only offer produce grown by them, locally homemade food products, locally homemade crafts, to be sold only by the actual producer, a family member, or a direct employee
- are responsible for leaving their area clean and taking away trash.
- must NOT drive onto the actual Common and must park in designated areas only.
- must be respectful of Church Services taking place near the Common.
- will respect the decisions of the Market Manager.
- will clearly display the prices of all products.
- are individually responsible for obtaining and having available any required State or local Board of Health permits or certificates. Vendors wishing to sell potentially hazardous foods (food other than honey, maple syrup, fresh uncut produce, or eggs) must submit with the market application, a **food establishment permit** from the Town of Hardwick or a **food establishment permit or comparable permit** from the Town in which the food is prepared. **You will not be able to sell at the market without filing with the Town of Hardwick Board of Health.** The Market Manager will submit your paperwork to the Town on your behalf. Contact Genevieve if you have any questions 508-867-7193 or stillmans@verizon.net

THE MARKET MANAGER: will handle any disputes and make any needed decisions at the market, will ascertain that all fees have been paid in full prior to the start of Market and will have the final word.

*Informational displays, etc, will be considered if supportive of local agriculture, community, and/or environment, but must first be approved by the Hardwick Farmer's Market/Hardwick Agricultural Commission.

Hardwick Farmers' Market, c/o Genevieve Stillman 1205 Barre Rd, New Braintree, MA 01531
stillmans@verizon.net or fax 508-867-7193

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Contract

By signing this agreement, participants acknowledge they have received and read this application and the Hardwick Farmers' Market rules and guidelines, and agree to abide by the guidelines and decisions of the market, market manager, the Hardwick Agricultural Commission or any other assigned representative of the Hardwick Farmers' Market.

All authorized vendors participating in the Hardwick Farmers' Market agree that they are independent operators and not partners or participants in any joint venture, and shall be individually liable for any loss, personal injury, death and/or any damages that may occur as a result of the vendor's negligence or that of its employees, agents, volunteers or associates.

All vendors agree to indemnify and save the Hardwick Farmers' Market, its volunteers and representatives, and the Town of Hardwick harmless from any loss, costs, damages or other expenses, including attorney's fees suffered or incurred by Hardwick Farmers' Market by reason of a vendor's negligence or intentional misconduct or that of its employees, agents and associates.

Vendor agrees to save, hold harmless and indemnify Hardwick Farmers' Market, its agents, members, volunteers and the Town of Hardwick 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 and 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 on the premises and/or the market.

Vendor agrees that no individual member, volunteer, or agent of the Hardwick Farmers' Market will have any personal liability with respect to any of the provisions of this Agreement. Under no circumstances shall vendor have a claim or cause of action against any individual member, agent, volunteer of the market with respect to any breach of this Agreement by the market, 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 at the premises or in the market. This provision shall inure to the benefit of the Hardwick Farmers' Market, its successors and assigns and their respective principals.

The Hardwick Farmers' Market shall be entitled to terminate this agreement, whereupon the vendor agrees to immediately vacate the premises. This termination may take place in the event of the following: failure to pay the market fee; failure to abide by the obligations in this agreement or the vendor application.

Hardwick Farmers' Market reserves the right at any time during the term of this agreement to relocate the vendor within the market to another space at the sole discretion of the market.

It is recommended that each vendor carry his or her own personal and product liability insurance. Furthermore, vendor vehicle liability insurance is required to cover any damage caused. The vendor acknowledges and agrees that the market shall have no liability for any incidental or consequential damages, loss of business, or otherwise for terminating this agreement in accordance with the terms set forth above.

Vendors participating in the market agree that their products must be produced as described and that a Market representative may visit the farm or facilities when necessary.

Signature

Date

Printed name

Date