



Awarded "Best of the New" from The Boston Globe

Boston Public Market

on

Dewey Square



Boston Public Market at Dewey Square

Location: off Atlantic Avenue, Boston, MA

Landmarks: South Station

Start/End Date: Monday, May 21st, 2007 to Thursday, November 8, 2007

Days/Hours: Mondays, Wednesday, & Thursdays from 11:30-6:30 P.M

Set-Up/Break-Down:

Set-Up, as scheduled. Break-Down, 7:00 P.M.

What Boston Public Market Association (BPMA) Will Provide:

- Access to one 10 ft. x 10 ft. Orange and White Tent
- Limited Storage
- Electricity as able
- An Area for You to Park your Vehicle

What You Will Provide:

- One 10 ft. Clean White Tent, if Needed
- Table(s) and Other Furnishings for Your Display and Selling Area
- Set-Up and Breakdown of Your Area Each Market Day Including Clean-Up
- Signage for Your Business and Products, Including Supplemental Information
- General Liability Insurance Policy
- Health Certificate for Processed Foods
- Sealed Scale (if necessary)

Return to The Federation of MA Farmers' Markets (FMFM), 240 Beaver Street.
Waltham, Massachusetts 02452:

- Filled-Out Registration and Application for Participation (see attached)
- Filled-Out List of Produce and Products (see attached)
- First Quarter Payment, Payable to BPMA, Sent Back to FMFM by Market Start-Date
- Copies of Inspectional Services Department Permit and EIN Number (see below)

For Your Inspectional Services Department (ISD) Permit (see attached details):

- For Vendors With Processed Foods: Send to FMFM by April 1, 2007 the Boston Inspectional Services Department Application, Your EIN Number, \$50 Cash/Check Made Payable to ISD, and Local Board of Health Kitchen Certificates.
- After April 1st, You Will Be Responsible for Going to ISD Directly (see attached) to Obtain Your Permit for Operations and Sales, with copies to FMFM.

2007 BOSTON PUBLIC MARKET AT DEWEY SQUARE

BOSTON PUBLIC MARKET ASSOCIATION (BPMA) REGISTRATION and APPLICATION for PARTICIPATION

Fill in all sections and mail to: Boston Public Market Association (BPMA) c/o The Federation of Massachusetts Farmers' Markets (FMFM), 240 Beaver Street, Waltham, MA 02452.

Please note that this application is not a guarantee of participation.

I. Registration

NAME(S): _____

BUSINESS NAME: _____ ROADSIDE STAND: Yes or No

MAILING ADDRESS: _____

BUSINESS ADDRESS: _____

TOWN: _____ STATE: _____ ZIP: _____

BUSINESS PHONE: _____ HOME PHONE: _____

CELL PHONE: _____ FAX: _____

E-MAIL: No/Yes? Address _____ WEBSITE: _____

DO YOU WISH TO HAVE YOUR WEBSITE LINKED TO OURS? Yes _____ No _____

II. Application for Participation in the Boston Public Market

PLEASE NOTE: THIS APPLICATION AND ACCEPTANCE RESPONSES AND ALL REQUIREMENTS AND DEADLINES CONTAINED THEREIN ARE PART OF BOSTON PUBLIC MARKET POLICY HEREINAFTER "POLICY", WHICH CONSTITUTES THE SOLE AGREEMENT BETWEEN YOU AND BPMA RELATING TO YOUR PARTICIPATION AT BPMA MANAGED MARKETS.

To apply for participation, please carefully read and complete the rest of this application (pages 1-4).

Sign where indicated on page four, enclose all items and return to BPMA. Applications are **not** complete unless and until all required documents **are received by BPMA**.

1. List business address(es):

*All locations used for production of goods offered at BPMA markets **must** be listed, including owner name, complete address (P.O. boxes are not acceptable) and acres, sq. feet, or other designation of physical production facilities at each location. Please attach additional papers as needed.*

Total area owned _____ Locations _____

Total area leased _____ Locations _____

2. Include the following required items with your application:

- ❑ **SIGNED LIST OF PRODUCTS** to be offered at markets (fill out and sign enclosed form).
- ❑ **DIAGRAM, SKETCH OR MAP** of all properties used for production of goods to be offered at markets, indicating planned location of crops or processing for this year and approximate acres of each crop per site. **You must notify BPMA of changes in your diagram if and when they occur.**
- ❑ **HEALTH PERMIT** from the health department of your town or city for any baked goods, jams, jellies, relishes, pickles, etc., you intend to sell at market.
- ❑ **CERTIFICATE OF LIABILITY INSURANCE** for your business at the market.

3. Apply for one or more spaces and days:

Note on Market Class:

This market will operate as a Cooperating Sales System (as specified in POLICY, Section 1 and 2) for the 2007 season.

A. Please circle your day preference(s) in **Column A (required)**.

B. Please enter **your** anticipated start date and ending date as accurately as you can in **Column B**.

Opening and closing dates depend on vendor participation and final confirmation from the community.

Market and Location	Opening and Closing Dates	<u>Column A</u> <i>(Please circle space preference)</i> Day(s) of Week and Hours	Fee per season For each day of week selected	Approx. equivalent daily fee Full season vendors do not pay on a daily basis	<u>Column B</u> Your anticipated start and end dates
Dewey Square Off of Atlantic Avenue	5/21 - 11/8	Monday 11:30-6:30 Wednesday 11:30-6:30 Thursday 11:30-6:30	Single: 1,000.00 ** Double: 1,500.00 ** * Daily rates Single \$50.00 ** Double \$ 70.00 **	Single \$40.00 Double \$60.00 <hr/> <i>Daily Rate:</i> Single: \$50.00 Double: \$70.00	

*Temporary or partial season spaces may be available on a case-by-case basis. For further information, please contact BPMA at (781) 893-8222 or write to BPMA c/o FMFM, 240 Beaver St., Waltham, MA 02452.

** These fees are contingent upon having no police details for loading and unloading. If we unload on the street and the City requires police details, fees will rise to \$1,600.00 per single space and \$2,100.00 per double space, for season long vendors and \$80.00 per single and \$100.00 per for daily vendors.

4. Agreement and Understanding of Application:

A. INFORMATION PROVIDED:

With regard to this application, I certify that all information provided is true to the best of my knowledge and belief. I understand that I am responsible for updating the information provided as necessary, and supplying any pending information in a timely manner.

I understand that my participation in the market is contingent on my acceptance of Boston Public Market Policy (copy attached) and of the Specific Market Rules, hereinafter “RULES”, of the market. I understand that acceptance letter(s) will contain the RULES and will be mailed to me by BPMA before my participation begins.

B. PENALTIES:

I have read and understand POLICY, and this application in its entirety, and I understand that if I do not abide by POLICY then I am subject to the terms and penalties of POLICY. **I understand that I am required to submit a complete application and I understand I must return my signed acceptance and pay the required deposit to BPMA before participating at the market.** I understand that in the event I do not submit a complete application or do not return my acceptance and payment before the market is deemed full by BPMA, I will be placed on a waiting list and will be denied space to which I have applied until and unless space becomes available.

C. MANAGEMENT:

With regard to the management of the farmers' market, I understand that the Market Manager (Market Master) is the official representative of the BPMA Market, and that under the provisions of Massachusetts General Laws, Chapter 40, the Market Manager is authorized to enforce POLICY and any items addressed within the RULES. I further understand that the Market Manager of BPMA Managed Markets operates under the supervision and direction of the BPMA and by contract the EXECUTIVE DIRECTOR of the FEDERATION OF MASSACHUSETTS FARMERS' MARKETS.

D. FARM INSPECTIONS AND PRODUCT INSPECTIONS:

With regard to farm inspections, and product inspections, I agree that in the event that a grievance is filed against me by a vendor or Market Manager, or the BPMA chooses to make an *inspection*, that I will adhere to all of the terms and conditions provided in POLICY in regards to those inspections. I further agree that I will make myself personally available to, and make my business accessible in its entirety for Staff of the BPMA and/or their designees to do appropriate inspections. I agree that I will arrange to be available WITH NO DISTRACTIONS for a minimum of FOUR (4) hours and in FULL DAYLIGHT. I understand that if I show an unwillingness to abide by these terms at any time during the inspection process, my actions will result in a determination of GUILTY and I WILL BE SUBJECT TO the appropriate PENALTIES prescribed in POLICY.

E. PAYMENTS FOR MARKET FEES (OTHER THAN DEPOSITS,SEE PENALTIES ABOVE):

With regard to Payments other than deposits, I understand that I am responsible for making payments on or before the schedule prescribed in POLICY, Market Regulations, Section

Three, Number VIII, General Payment Schedule. I understand that in the event payments are not made according to POLICY, I will not be allowed to attend the market until such payments are made. I further understand that in the case of payments by check, payments are considered pending until the transfer of funds is verified, and that if my check does not clear I will pay an additional THIRTY (\$30.00) DOLLARS to cover bank fees and additional administrative time.

F. INDEMNIFICATION:

I hereby agree that I will indemnify and hold harmless the BPMA, the members of its Board of Directors, the Executive Director, and all agents and/or employees of BPMA from any and all claims and liabilities arising or allegedly arising from my negligent or intentional conduct, or arising from my breach of any waiver identified in Paragraph G below. I understand that this means that I will be responsible for reimbursing the above organization and individuals for any judgment against them, any settlement made by them in good faith, and any attorney's fees and costs incurred by them in defending or settling any claim against them, which arises or allegedly arises, as the result of my negligent or intentional conduct.

G. WAIVER:

By submitting this application, I hereby agree to comply with the RULES, and POLICY in all respects. I further agree to abide by the decisions of BPMA, its officers, directors, agents and/or employees regarding the interpretation and enforcement of any provision of the RULES, and/or of POLICY. I specifically understand that, in consideration for processing my application, I waive any and all rights to pursue any civil or criminal process against FMFM, its officers, directors, agents and/or employees as relates to any decisions and/or action taken in interpreting or enforcing the RULES, or POLICY by BPMA, its officers, directors, agents and/or employees. I understand that by submitting this application, I am waiving legal rights that I may have as described above, and I do so voluntarily.

H. SEVERANCE:

If any provision of the RULES or POLICY on this application is at any time deemed to be void or unenforceable by a court of competent jurisdiction, the remaining provisions shall not thereby be affected.

I. ACCEPTANCE OF APPLICATION:

I understand that my application will NOT be considered without my submission of a complete application and my signature below acknowledging that I have read and agree to the terms of this application of four (4) pages, and POLICY, REGARDLESS of previous years participation at any market.

I understand that any additional information that I wish to furnish for the market may be provided on a separate piece of paper supplied by me.

Signed under the pains of perjury, this _____ day of _____, 2007.

Applicant's Signature _____

2007 List of Produce and Products for Farmers

Name: _____

Please check if you use any of the cultivation practices below:

- Certified Organic Integrated Pest Management (IPM) Sustainable
 I do not grow GMO crops I do grow GMO crops I do not know if I grow GMO crops

Please mark **O** for your own produced product and/or **S** for supply farmer produced the products you plan to sell at the farmers' market(s) as well as indicating the month(s) they will be available.

PRODUCT	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV
Fruit							
apples							
crab							
apricots							
blueberries							
blackberries							
cranberries							
currants							
cherries							
drop/ground cherries							
gooseberries							
grapes, Concord							
green							
red							
melon, cantaloupe							
honeydew							
musk							
red water							
yellow water							
nectarines							
peaches							
pears							
Asian							
plums							
quinces							
raspberries							
strawberries							
wine berries							
Vegetables							
artichokes							
asparagus							
beans, fava							
Italian							
lima							
long							

PRODUCT	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV
purple							
shell							
snap							
soy							
wax							
beets							
bitter melon							
broccoli							
Chinese							
rabe							
Romanesque							
Brussels sprouts							
carrots							
cauliflower							
celeriac							
celery							
corn							
cucumbers, Armenian							
lemon							
pickle							
table							
eggplant							
fennel							
garlic, dried							
fresh							
scapes							
greens (be specific)							
arugula							
bok choy							
calallo							
chard, rainbow							
chard, Swiss							
chicory							
Chinese cabbage							
collard greens							
dandelion greens							
endive							
escarole							
frisee							
green cabbage							
huckleberry leaf							
huitacoche							
kale							
lettuce, head							
lettuce, loose							
lemongrass							
mesclun							
mizuna							
mustard greens							

pea tendrils							
radicchio							
PRODUCT	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV
red cabbage							
spinach							
squash blossoms							
tatsoi							
others (list:)							
kohlrabi							
leeks							
mushrooms							
okra							
onions, dry							
green							
red							
white							
yellow							
parsnips							
peas, edible pod							
gonzo							
shell							
peppers, green							
hot							
red							
yellow							
potatoes							
fingerling							
new							
purple							
red							
russet							
sweet							
white							
Yukon gold							
pumpkins							
vines							
radishes							
rhubarb							
rutabaga							
scallions							
shallots							
spinach							
water							
squash							
golden							
kousa (cousa)							
patty pan							
summer							
winter							
zucchini							

tomatoes							
cherry							
green							
PRODUCT	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV
Heirloom							
plum							
red							
tomatillos							
yellow							
turnip							
Macomber							
Plants							
annuals							
bittersweet (non-edible)							
herbs, fresh							
basil							
cilantro							
dill							
lavender							
mint							
oregano							
parsley							
rosemary							
sage							
thyme							
other (list)							
herbs dried							
herb plants							
flowers, cut							
dried							
plants							
“house plants”							
mums							
perennials							
pyracantha (non-edible)							
vegetables							
wildflowers							
Value-Added & Processed Foods							
Please give us as much detail about your products as possible in the Additional Comments section and/ or attach a product list. (Note: most require licenses or permits.)							
Baked Products							
breads, challah							
sourdough							
sweet							
tea							
whole wheat							
yeast							
cakes							
cookies							
focaccia							

fruit tart							
muffins							
pies							
Other (list):							
PRODUCT	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV
Other Niche Products							
baby bath products							
bath gifts							
body oils							
body scrubs							
body sprays							
broom corn							
cheese							
cider							
cider, sparkling							
crafts							
croutons							
dip							
dipping oil							
corn stalks							
dog biscuits							
dried fruit							
eggs							
flavored syrups							
fudge							
goat cheese							
goat milk fudge							
goat milk soap							
gourds							
gourmet spreads							
herbal products							
holiday decorations							
honey/bee products							
Indian corn							
jams/jellies/preserves							
lip balm							
lotion							
maple syrup & maple products							
meats							
nuts (prepared)							
olive oil							
pizza							
prepared foods (list):							
prepared mixes (list):							
pressed flower collages							
relish/pickled products (list):							
sachets							
salad (prepared)							

BOSTON PUBLIC MARKET **MARKET POLICY**

PREFACE

The Boston Public Market Association Inc. (BPMA) is a non-profit, charitable corporation that is chartered to act in place of, and in cooperation with governmental agencies for the development of a year-round public market in Boston.

This Boston Public Market, MARKET POLICY, hereinafter "**POLICY**", is for use as the binding rules of the Boston Public Market at Dewey Square also "market" and "the market", which is a interim initiative of the Association. The Board recognizes that this package has an impact on participating vendors and the communities in which the market operates. The objective is to establish a clear system that truly reflects the needs, wants, and realities of those entities.

The Boston Public Market Association is not a regulatory organization. The association is interested in facilitating this system as it relates specifically to appropriate and successful public markets.

Those who wish to inquire or raise concerns about laws, which impact agriculture and marketing in general, but are not specific to our **POLICY** initiatives should utilize the following resource list for more information.

MASSACHUSETTS DEPARTMENT OF AGRICULTURAL RESOURCES

⇒ Bureau of Markets, (617) 626-1700

SALES TAX REGULATIONS

⇒ Massachusetts Department Of Revenue, (617) 887-6367

PESTICIDES REGULATIONS

⇒ Department of Agricultural Resources/Head of Pesticide Bureau,
(617) 626-1700

EMPLOYMENT REGULATIONS

⇒ Department Of Employment & Training, (617) 626-5400

SCALES

⇒ Boston Dept of Weights and Measures, (617) 635-5328

⇒ Local Inspectional Services

SECTION 1: DEFINITIONS

The following definitions contain requirements and are approved by the BPMA for use in these documents and all rules of the Boston Public Market at Dewey Square. (*Note that all items in italics are defined in this document.*):

BUSINESS - a *business* other than farming that is engaged in (and which reports to the Internal Revenue Service the income and deductions derived from such *business*) the production of goods, or processed foods for the purpose of selling those goods at retail, and is operated by owners, managers, and/or employees who produce products on *controlled land* of the *business* or under a *custom work* contract using recipes and other production controls, owned exclusively by the *business*.

CONTROLLED LAND - real property that is owned, rented, or *leased* by the *farm* or *business*.

COOPERATING SALES SYSTEM - See Section 2 under Market Classification.

CUSTOM WORK - that labor which is not performed by the *farmer/supplemental vendor* or his/her regular help, but by another individual or organization that owns the equipment necessary to perform a specific task.

FARM - a *business* that is engaged in (and which reports to the Internal Revenue Service the income and deductions derived from such *business*) the production of goods, including crops and/or other agricultural products and/or processed foods for the purpose of selling those goods at farmers' markets, and is operated by owners, managers, and/or employees who produce agricultural products only on *controlled land* of the *farm*, and for the purpose of selling those products at farmers' markets.

FARMER - any individual or group that operates a *farm* and assumes financial risk for the production of crops and other agricultural products.

GROWN and PRODUCED - see definition on page four.

IN GOOD STANDING - The vendor has adhered to all BPMA rules and policies (including payment policies). The imposition of a late fee or fees indicates non-compliance with payment policies, even if late fees are paid.

LEASED - Any real property: trees, plants, buildings, structures, equipment, greenhouses, etc. which are not owned by the *farm* but provide a benefit to that *farm* regardless of the method of compensation, will be considered '*leased*' property. This includes, but is not limited to: bartering, lease agreements and other formal or informal arrangements. All products that are grown and produced under a leased arrangement must comply with the *grown and produced* section of the definitions below. In the case of *leased* tree fruit properties or any other perennial bearing

crops, the *farm* must maintain separate labor hour records for that labor which is performed on the *leased* property. All lease arrangements and labor records are subject to review upon inspection by BPMA.

LOCAL (LOCALLY) - within the State of Massachusetts, a State contiguous to Massachusetts, and Maine

PARTICIPATING FARMER - the *farmer*, manager, or employee of the *farm* that physically attends the Market and sells the goods from his/her *farm* and/or the goods from a *supply farmer*.

PRIVATE LABELING – Any product produced under the control and at the risk of an entity other than a *vendor* and labeled with a *vendor's* name.

SIGNAGE - the *grown and produced* source of all products must be identified on or near all products. The identification must include the *farm* or *supplemental vendor* name, city or town, state, and price of the product. Processed foods, in addition to the above identification, must also identify the source of the primary local agricultural ingredient and the location of processing including the business name, city or town, and state. All *signage* must be legible and in plain view.

SUPPLEMENTAL VENDOR - Non-farmer *businesses* who wish to sell at *market* and produces product in facilities owned by the *business*, or under their control during processing.

SUPPLY FARMER - a *farmer* who supplies a *participating farmer* with product(s) that is/are *grown and produced* on his/her *farm/business*.

SUPPLY-SUPPLEMENTAL VENDOR - A *supplemental vendor* who supplies *participating vendor* with a product that is produced under their control.

VENDOR - All parties whose products are represented at the Boston Public Market at Dewey Square and who is not in partnership with the BPMA.

GROWN AND PRODUCED (as it applies to *supply farmer*) will be defined for each specific commodity as follows:

⇒ EGGS - must be produced by birds owned and cared for by the *farm*.

⇒ FLOWERS - (dried or fresh cut) must be planted, cultivated and harvested by the

farm, on the farm.

- ⇒ HERBS - are recognized as annuals, perennials, or vegetables, therefore they are defined in those categories.
- ⇒ HONEY - *farm* owns or *leases* the hives from which the honey is extracted.
- ⇒ OTHER ITEMS - many other items may be offered at the Boston Public Market at , provided the *vendor* produces and/or processes those items. *Private labeled* items are not allowed to be s at market by any *vendor*. A request for further definitions may be brought, in writing, to BPMA at any time for unique items.
- ⇒ PLANTS /ANNUALS - must be started by the *farm* from seeds, plugs, cell packs, corms, pre-finished stocks, cuttings or bulbs and cared for by the *farm, on the farm, for a minimum of thirty (30) days.*
- ⇒ PLANTS/PERENNIALS - must be owned and cared for by the *farm, on the farm, for a minimum of sixty (60) days.*
- ⇒ SMALL FRUIT - must be planted, cultivated, and harvested by the *farm, on the farm.*
- ⇒ TREE FRUIT - all tree fruit must be pruned, sprayed, and harvested by the *farm, on the farm, throughout a period of one (1) full year.*
- ⇒ VEGETABLES - must be planted, cultivated and harvested by the *farm, on the farm.*

SECTION 2: MARKET CLASSIFICATION

COOPERATING SALES SYSTEM:

All products offered for sale by the *participating farmer or supplemental vendor* must be *grown and/or produced* by that *participating farmer or supplemental vendor*, or by a *supply farmer or supply/supplemental vendor*.

1. *Vendors* must be registered with the market; and
2. The source of all products is identified with **APPROPRIATE SIGNAGE. AT NO TIME CAN PRODUCTS BE SUPPLIED BY A DISTRIBUTOR, WHOLESALE HOUSE, OR ANY SOURCE OTHER THAN THE VENDOR.**

SECTION 3: MARKET REGULATIONS

1. All *vendors* must be registered with the BPMA.

2. All vendors are to be *in good standing* in order to participate in the market.

I. MARKET PARTICIPATION

- A. Vendors who wish to participate must submit a completed application annually. All requirements contained in the application packet are considered part of this **POLICY**. Vendors receive no priority or guarantee of participation based on any participation in previous years.
- B. No application will be considered complete until all required application materials are received by BPMA. Incomplete applications will be acted upon and conditional approvals granted at the sole discretion of BPMA. Conditional approvals may be rescinded at any time for any reason.
- C. The application process is a written process. Verbal correspondence by any member, director, or representative of BPMA is intended for information purposes only and does not substitute for any of the requirements of the application or this **POLICY**.
- D. All vendors will be selected and placed at market based on standing, the variety, quality, and volume of products for sale as compared to the needs of the market and community, and such other criteria that BPMA feels is in the market's best interests.

II. MANAGEMENT

- A. The Market Manager is the on-site representative of the BPMA, and the official manager at the market having full authority to enforce this **POLICY** and all **RULES**. If problems arise, the Market Manager will settle disputes, and in the interest of promptness, the manager's decisions on any questions shall be enforced until reviewed and altered by the Executive Director or in the case of policy matters by the Board of Directors.
- B. A vendor who has been denied participation at the market, after having been accepted and having sold at the market, in the same year, may file an appeal with the BPMA Board of Directors Grievance Committee by completing the Appeals Form that is included with any rejection notice. This process is limited to denial of participation, and is not for issues related to limits placed on a vendor, or interpretations or other penalties assessed by the manager. Any appeal must be filed within seven (7) days of the date of mailing or hand delivery of the rejection notice.
 1. Upon receipt of the appeal form, the Grievance Committee will designate committee members to make appropriate inquiry. The Grievance Committee will take no less than one (1) week and no more

than four (4) weeks from receipt of the appeal to return their decision. During this time, the *vendor* will not be allowed access to the market.

2. A *vendor* that loses an appeal of participation with the BPMA grievance committee may request mediation under the procedures set forth by the American Arbitration Association if done within 48 hours of receipt of the determination of the grievance committee. The *vendor* shall be responsible for all costs, including BPMA costs associated with mediation.
3. If mediation related to market participation fails, a *vendor* may request binding arbitration if done within 48 hours of mediation reaching impasse. The *vendor* shall be responsible for all costs, including BPMA costs, of arbitration.

III. INSURANCE

- A. The market carries liability insurance that protects the market and the property owner. However, it does NOT protect the individual *farmer* or *supplemental vendor*.
- B. All *farmers* and *supplemental vendors* must carry their own General Liability Coverage Policy. A certificate of insurance must be submitted with the annual market participation .
- C. Any accident or injury must be reported immediately to the Market Manager.

IV. SET UP/DISPLAY

- A. If a *participating farmer* or *supplemental vendor* is unable to attend on any given week, he or she should call the Market Manager before that market day begins. There will be no reimbursement for absences. Absences negatively affect the market and may result in loss of selling space, and will play a role in declaring a *vendor* not to be *in good standing*.
- B. *Farmers* and *supplemental vendors* should set up, display, and package products in a way that protects products from the elements. *Farmers* and *supplemental vendors* must also ensure that their physical set up is safe and hazard-free for the *farmer*, *supplemental vendors*, the customers, and other market participants.
- C. *Farmers* and *supplemental vendors* should arrive at the market 30-60 minutes before opening, and should be ready to sell five (5) minutes before opening. If you arrive late, where or if you can set up is at the discretion of the Market Manager.
- D. No goods are to be sold before the market officially opens or after it officially closes.
- E. Each *farmer* or *supplemental vendor* must keep the area in and around his or her space clean at all times. Each *farmer* or *supplemental vendor* must leave his or her assigned space in broom-clean condition by market closing. No foodstuff, rubbish, or nearby trash barrels or dumpsters or anywhere else in the vicinity after the market is officially vacated. All refuse must be taken home with the *farmer* or *supplemental vendor*

V. PRODUCTS

- A. *Vendors* are responsible for complying with all requirements and licenses set by the town or city, State of Massachusetts, and the Federal Government (there is the USDA, FDA, and potentially others).
- B. All products must have appropriate *signage*, including price.
- C. All products should be of top or grade A quality; any seconds or canning quality may be offered but must be labeled as such. The Market Manager has the right to ban any inferior products from the sales area.

VI. REGULATION

- A. *Farmers* and *supplemental vendors* planning to use a scale must have it sealed by an official city or State Sealer of Weights and Measures.
- B. Solicitations, collection drives or manufactured products are not permitted in the market area without the prior written approval of the Market Manager.
- C. The BPMA is not responsible for the arrangements made between any *vendor* and any customer. No warranty of any sort, expressed or implied is made by the BPMA on behalf of *vendors*, or the market.
- D. Each *vendor* is responsible for his/her own compliance with any applicable local, State or Federal laws and regulations.
- E. *Vendors* are prohibited from the use of or being under the influence of drugs or alcohol while in attendance at market.
- F. *Vendors* are prohibited from smoking within the market boundaries.
- G. All pets are prohibited from attending farmers' markets with *vendors* due to health and safety risks.
- H. *Vendors* are prohibited from engaging in any behavior not appropriate for a public setting including, but not limited to, use of obscene or abusive language and/or physical violence.

VII. ENFORCMENT and DEFINITION

- A. **This POLICY and any rules are intended to be in the best interest of the market, the *participating farmers, supplemental vendors, community and customers.* The BPMA may, at any time, modify or add to POLICY and rules to better serve these interests. BPMA is solely responsible and retains sole authority for interpretation, definition and clarification of POLICY and rules. Any such decision will be binding upon all parties. The Market Manager is responsible for enforcing all rules.**

B. The prescribed penalties for violations of sections II to III above are as follows:

EACH OFFENSE - The violator shall receive a written or verbal warning that will be recorded by the Market Manager.

C. **ANY instance of outrageous conduct OR COMBINATION OF THREE (3) or more warnings SHALL AUTOMATICALLY DETERMINE A VENDOR TO NOT BE *IN GOOD STANDING* AND WILL SUBJECT THE VIOLATOR TO DENIAL OF FUTURE PARTICIPATION IN *THE MARKET* AT THE DISCRETION OF THE MARKET MANAGER.**

VIII. GENERAL PAYMENT SCHEDULE

All space fees must be paid in accordance with the following schedule in order for a *farmer* or *supplemental vendor* to participate in the *Market*.

All outstanding debts to BPMA, its subcontractors or assigns from any previous year must be paid in order to receive an application and to be considered for the *Market*.

2007 Market Fees Payment Schedule At-A-Glance	Due Dates	Late Fees
Deposit due with acceptance (25% of total market fees)	Before market opens	N/A
2nd Payment Due (25% of total market fees)	August 1	\$25.00
3rd Payment Due (25% of total market fees)	September 1	\$25.00
Final Payment Due (25% of total market fees)	October 1	\$50.00

Deposits:

You cannot be accepted into the *Market* without submitting a deposit of 25% of your total market space fees.

Missing payment deadlines:

Missing any payments, including late fees, may result in immediate loss of selling space(s). Loss of selling space may occur at any time after notice from either the Market Manager or the BPMA. Late fees are cumulative. For example, if you miss August 1st and September 1st deadlines, your total late fees will be \$50.00.

Alternative Payment Plans:

Alternative payment plans may be granted upon written request to the BPMA regarding 2nd, 3rd, and Final payments. The written request must include your circumstances, a suggested payment plan with payment dates and amounts of payments that you are willing to commit to, and your signature. Missing any alternative payment plan dates may result in immediate loss of selling space(s).

SECTION 4: SOURCE-OF-PRODUCT ENFORCEMENT PROCEDURES

The following sections do NOT refer to infractions of RULES or General Market Regulations, Section 3, (including, but not limited to, selling early, space allotments, leaving space in clean condition, etc.) which are interpreted and enforced by the on-site Market Manager as provided in the Massachusetts General Laws.

BPMA presents Sections 4-10 to be utilized only in “**issues relating to the source of products offered for sale at the Boston Public Market at Dewey Square**”.

Examples of these issues are:

- 1) selling product as if it were *grown and produced* by the *participating farmer* and/or the *supply farmer* when in fact it is not *grown and produced* by the *participating farmer* and;
- 2) a repeated lack of appropriate *signage*, inaccurate *signage*, or misleading *signage* by the *farm* or *supplemental vendor*, shall also be construed by BPMA as “**an issue relating to the source of products offered for sale at Farmers’ Markets.**”

SECTION 5: VISITS AND INSPECTIONS

ALL information that is gathered at *farm* visits and *supplemental vendor* visits, *farm* inspections and *supplemental vendor* inspections, and product inspections will be restricted for use by the BPMA and its assigns only, EXCEPT in cases where appeals or legal actions are filed. In those cases, the BPMA reserves the

right to utilize all information gathered in defense of any position taken by BPMA in any forum.

1. **FARM AND SUPPLEMENTAL VENDOR VISITS** - the BPMA may conduct *farm* visits as a matter of routine. All *vendors* that participate in the MARKET are open to these visits at the discretion of the BPMA and at the expense of BPMA. The intent of these *farm* and *supplemental vendor* visits is to help BPMA better understand the needs and expectations of *vendors* and to document their operational practices. This may include reviewing product lists, acreage reports and any other relevant information for use in improving our management of farmers' markets. BPMA may utilize the information gathered at these visits to determine whether additional visits are warranted throughout the season. *Vendors'* visits are intended to be made on a friendly basis and without cause.
2. **INSPECTIONS** - inspections will be made only at the request of the Market Manager or of the BPMA. The BPMA and/or designees, at the expense of the BPMA, will make inspections. The intent of inspections is to verify that a *vendor* complies with the rules of the market any time there is a reasonable doubt that a *farm* is a *farm* or a *business* is a *business* as defined in **POLICY** or when the source of multiple products is in question. *Inspections* are made FOR CAUSE.
3. Any *vendor* that requires inspection will receive written notice of the inspection, including but not limited to; the cause of the inspection, the timing of the inspection, and the expectations of the *vendor* prior to, and during, that inspection. The inspection will require a minimum of four (4) hours of time, in full daylight, and will be conducted within ONE (1) to SEVENTY-TWO (72) hours after written notice is provided.
4. As a standard, all *farms* that are subject to inspection must provide six (6) of the seven (7) following items:
 - A. Current year and one year prior seed and plant material receipts;
 - B. Current and one year prior fertilizer receipts;
 - C. Current and one year prior pesticide receipts;
 - D. Current detailed employment records;
 - E. Prior year filed IRS Schedule F, Schedule C, or other business return;
 - F. Current list of equipment currently owned and functioning; and
 - G. Full access to the *farmer* and employees for verbal interviews.
5. As a standard, all *businesses* that are subject to inspection must provide six (6) of the seven (7) following items:
 - A. Current year and one year prior material receipts;
 - B. Current and one year prior tax or rent receipts, or production contracts;
 - C. Current and one year prior business licenses;
 - D. Current detailed employment records;

- E. Prior year filed IRS Schedule C, or other business return;
- F. Current list of equipment currently owned and functioning; and
- G. Full access to the *farmer* and employees for verbal interviews.

SECTION 6: PRODUCT INSPECTIONS

Product inspections will be made by the BPMA and/or a designee at the request and at the expense of any *vendor*. Product inspections verify the *grown and produced* source of any products offered for sale at the Market when a vendor suspects a rules violation. (See also Section 7.) Product inspections are made FOR CAUSE.

Any *farm* that requires inspection for source of product will receive written notice of the inspection, including, but not limited to, the cause of the inspection, the timing of the inspection, and the expectations of the *farmer* prior to, and during, that inspection. The product inspection will require a minimum of two (2) hours of time, in full daylight, and will be conducted within ONE (1) to SEVENTY-TWO (72) hours after written notice is provided.

As a standard, all *farms* that are subject to product inspection must provide the following items:

- 1) Current year and one year prior seed and plant material receipts;
- 2) Current and one year prior pesticide receipts; and
- 3) Full access to the *farmer* and employees for verbal interviews.

As a standard, all *businesses* that are subject to product inspection must provide the following items:

- 1) Current year and one year prior material receipts;
- 2) Current and one year prior tax or rent receipts, or production contracts;
- 3) Full access to the *vendor* and employees for verbal interviews.

Other documentation may be requested to provide other information as the particular circumstances may require.

SECTION 7: DETERMINATION

Upon receipt of a complaint, the BPMA and/or a designated agent will do a product inspection.

The BPMA will prepare a summarized written report of the findings.

If the inspection finds sufficient evidence to show that the *vendor* is not in violation of market rules, then the inspection fee will be deposited into the BPMA account, to cover the costs of inspection, and the matter will be dropped.

SECTION 8: PENALTIES

If a violation of market rules has been determined, a written notice of penalty will be issued promptly, via certified mail or hand delivery, to the violating *vendor*. An Appeals Form will be issued along with the penalty notice.

The prescribed penalties for violations of rules regulating the source of one to five (1 to 5) products are as follows:

FIRST OFFENSE - The violator shall pay a fine of TWO HUNDRED (\$200.00) DOLLARS for the first product, and ONE HUNDRED (\$100.00) DOLLARS for each product thereafter. The fine shall be paid IN FULL prior to the *farm's* or *supplemental vendor's* next visit to the farmers' market.

SECOND OFFENSE - The violator shall pay the appropriate fines as in the *first offense*, **AND** the violator shall be prohibited from **SELLING THE PRODUCT(S) IN QUESTION** for a period of fifty-two (52) weeks following the determination of the *second offense*, regardless of the source of production during that period.

THIRD OFFENSE - The violator shall be **PROHIBITED FROM PARTICIPATING OR SUPPLYING AT MARKET** for a minimum of fifty-two (52) weeks following the determination of the *third offense*. There will be no reimbursement of market fees, **AND** the violator's application **may not be considered** after that period of time where the variety and volume of similar product lines are being satisfied by other *vendors*.

In the case of a gross disregard of **POLICY** (such as: the sale of more than five (5) products from sources not allowed by market rules; the selling of products by any party that is not itself a *farm* or *supplemental vendor* as defined in **POLICY**) the selling of products under a fraudulent lease agreement or the act of not complying with the terms of a lease agreement relative to the definition of *grown and produced* in **POLICY**, etc., the prescribed penalty is: **UPON THE FIRST OFFENSE AND WITH NO PREVIOUS WARNING, THE VIOLATOR WILL BE PROHIBITED FROM PARTICIPATING OR SUPPLYING AT MARKET FOR A MINIMUM OF FIVE (5) YEARS EFFECTIVE ON THE DATE OF DETERMINATION, AND WITH NO REIMBURSEMENT OF MARKET FEES.**

SECTION 9: APPEALS

A *vendor* may file an appeal of a determination with the Market Manager by completing the Appeals Form that is attached to the penalty letter. Any appeal of determination must be filed within fourteen (14) days of receipt of the penalty letter.

Upon review of an Appeal of determination, the Market Manager will review the case, make appropriate inspections and consultations with expert parties as needed, and make a final determination in writing.

An appeal will take no less than two (2) weeks and no more than four (4) weeks from receipt of the appeal to return their decision. **During this time**, the violator must adhere to the original penalty with no right to restitution for any losses.

SECTION 10: SALE OF PROCESSED FOODS

Intent to sell processed foods must be indicated on the *vendor's market* application by carefully completing the processed foods section of the Product List (see attached).

Most processed goods are regulated by local, State, or Federal health laws, and require a permit or license and certain labeling procedures. It is the responsibility of the *vendor* to comply with any such laws. Any permits or licenses required for the sale of a processed food must be submitted to BPMA along with the *vendor's* application prior to sale of the processed good at the farmers' market.

The Market Manager has the right to require that a participating *farmer* or *supplemental vendor* remove a processed food from the selling display if appropriate permitting, licensing, or labeling is not apparent.

Suggested working definitions for *farms* are listed below for **guidance** during the selling season. The Market Manager may modify these definitions on a case-by-case basis.

- ⇒ BAKED GOODS - prepared by the *vendor*, using fruits, vegetables, and other agriculture commodities produced on *local* farms whenever possible, if the recipe calls for ingredients available from *local* farmers at the time of baking.
- ⇒ CIDER - apples must be produced by the *farm*, and cider must be pressed by the *farm* or, if custom pressed, cider must have appropriate *signage*.
- ⇒ DAIRY PRODUCTS - raw milk must have been produced by the *farm* animals, and/or processing must be done by the *farmer*. All products must have appropriate *signage*.
- ⇒ JAMS, JELLIES, PRESERVES - prepared by the *vendor*, using fruits, vegetables, and other agriculture commodities produced on *local* farms whenever possible, if the recipe calls for ingredients available from *local* farmers at the time of processing
- ⇒ MAPLE PRODUCTS - raw sap must be produced by trees tapped by the *farm*,

and/or the *farm* must do all processing and packaging.

⇒ ORNAMENTAL PLANTS, ARRANGEMENTS, CRAFTS- must be produced and/or processed by the *farm* or *supplemental vendor*.

⇒ POULTRY PRODUCTS - *farm* must raise birds and/or processing must be done by the *farm*.

SECTION 10: SEVERANCE

If any provision of the RULES or **POLICY** is at any time deemed void or unenforceable by a court of competent jurisdiction, the remaining provisions shall not thereby be affected.

Any questions call Boston Public Market Association (BPMA) care of FMFM at 781-893-8222.