

Westfield Farmers' Market
at the Episcopal Church of the Atonement
Phone: 413 562-5461 x 101
Email: farmersmarket@atonementwestfield.net

Rules for Operation, 2017

1. Location: Episcopal Church of the Atonement, 36 Court Street, Westfield, MA
2. Hours of Operation: 12:00 PM until 6:00 PM on Thursdays, beginning June 1, 2017 until October 5, 2017. There will be no exchange of goods before 12:00 PM. Vendors may choose to remain open until 7:00 when the Strawberry Festival or Westfield on Weekends concerts are scheduled.
3. The following fees will apply:

Registration fee for all vendors:	Before May 1,	\$50
	After May 1,	\$60.
Participation Fees are scaled as follows:		
	Full Season, due by May 25:	\$125.
	Guest Vendor, due 1 week prior to participation:	\$25.
	\$15 will be applied toward registration fee should vendor decide to continue as a regular vendor.	
	Partial Season:	\$10. per week.
	Vendors selling commercially manufactured products:	\$40. per

week

Vendors who require an additional space will be charged an additional \$10 per week for each additional space.

All fees must be paid at least 1 week in advance.

There will be no fee for non-profit organizations distributing information for the public good.
4. There shall be no refunds issued to vendors who are absent without 1 week's notification, except in emergency situations.
5. Should a vendor be absent, the Market reserves the right to offer the unused space to another vendor.
6. All items sold at the Market must be produced by vendors on their farm in Massachusetts or any bordering state. The Market Committee reserves the right to visit a vendor's farm and to take photographs to enhance promotion of the Market. Baked goods, jams, jellies, and similar products may be sold if they are made by the vendor and contain at least one product grown locally. All craft items should be produced from agricultural products or, in the judgement of the Market Committee, complement the products offered at the Market.

7. 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. That application will be made available on the Market web site or from the Market by request from the vendor. For questions related to Westfield Department of Health policies, contact Steve Cipriano, 59 Court St., Westfield, MA 02085; 413 572-9125.

8. 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.

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

10. The Market Committee will resolve disputes that may arise among multiple vendors selling the same or similar products, giving preference to the vendor for whom the product is primary.

11. Non-profit fundraising, collection drives and sale of commercially manufactured products may be done only with the approval of the Market Committee. Non-profit organizations wishing to sell items to benefit their own organization will be charged a fee of \$10 per week. Individuals raising money for charitable purposes will not be charged. The name of the charity and information about its mission must be clearly displayed on the vendor's table.

12. Vendors of commercially manufactured products will be required to establish a relevance of their products to the Farmers' Market.

13. Prices will be determined or negotiated by the vendor and the customer. 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. Prices must be clearly posted for all items on sale at all times.

14. Each vendor will be responsible for setting up, packaging, and displaying his or her products, as well as providing protection for the products from the elements. Each vendor must leave his or her 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 in to the Market. Vendors may not leave materials for the Church to recycle.

15. Vendors are expected to be open and ready for business at 12:00 noon and may not seem to customers before the Market opens. They must keep all displays open until 6:00 pm when the Market closes. Only if a vendor sells out of all of their products, may the vendor request permission from the Market Manager to leave early.

16. No vehicle may enter the Church driveway later than 11:30 pm. Customer parking will be in the Church parking lot at the rear of the Church, entering from Pleasant Street. Once they have unloaded from the driveway or the Church sidewalk, vendors are encouraged to park in the Berkshire Bank lot across Court St. from the church, using spaces the farthest from the bank building. There will be no parking on the tree belt.

There will be no driving or parking on the lawn of the Church, unless an exception is granted by the Market Committee.

17. All vendors are responsible for carrying their own liability insurance, 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.

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

19. The Market Committee is the official representative of the Market. If problems arise, disputes will be settled by the Market Committee.

20. These rules are intended to be in the best interest of the Market, its vendors and customers. The Market Committee may, at any time, by a vote of the Committee, change, modify, or add to these rules to better serve these interests.

2/17/2017