

**Westfield Farmers' Market**  
**at the Episcopal Church of the Atonement**  
**Phone: 413 562-5461 x 101**  
**Email: farmersmarketwestfield@gmail.com**

Rules for Operation, 2018

**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.**

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, for 20 weeks, beginning May 31, 2018 until October 4, 2017, and on Saturday, October 13 12:00 - 5:00 pm to coordinate with the Westfield Pumpkin Festival.

There will be no exchange of goods before 12:00 PM, except among vendors.

Vendors may choose to remain open until 7:00 when the Strawberry Festival or Westfield on Weekends concerts are scheduled.

3. All vendors must re-apply annually.
4. All fees must be paid at least 1 week in advance.

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 24: \$140.

**Guest Vendor**, due 1 week prior to participation: \$25/week.

Guest vendors are invited to participate for a maximum of 4 weeks to try out the Market. \$12/week will be applied toward registration fee should a vendor decide to continue on a regular basis.

**Partial Season:** \$12. per week.

**Commercial Businesses** - Vendors promoting a non-agricultural commercial business or selling approved commercially manufactured products:

\$40/ week  
\$683/full season

**Non-Profit Organizations:** There will be no 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-Profit organizations selling items to raise funds: \$10/week

Vendors who require an additional space will be charged an additional \$12 per week for each additional space.

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

6. Full-time vendors are expected to attend every Market. 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. 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.

**7. 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. The Market Committee reserves the right to visit a vendor's farm and encourages vendors to submit photographs 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. All craft items should be produced from agricultural products or, in the judgement 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.

8. 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](http://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 02085; 413 572-9125.

9. **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.

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

11. **Vendors selling the same or similar products** are asked to cooperate with one another to the best advantage of all concerned. Vendors seeking to expand their product offerings should make every effort not to duplicate items already being sold by another vendor. 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, and who has participated longer.

12. 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.

13. **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.

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 or dispose of.

15. **Vendors are expected to be open for business for the entire 6 hours of the Market.** In fairness to all vendors, they may not sell to customers before the Market opens at 12:00 noon and in fairness to customers who arrive late in the day, they must keep tents up and all displays open until 6:00 pm when the Market closes. Only if a vendor sells out of all of their products, or in an emergency, may a vendor request permission from the Market Manager to leave early.

16. **Parking and Loading:** For safety reasons, no vehicle may enter the Church driveway between 11:30 am and 6:00 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. Only before 11:30 am and after 6:00 pm, vendors may drive on the tree belt

and park in a single line to 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. There will be no driving or parking on the public sidewalk or on the lawn of the Church.

17. **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.

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.

2/12/2018