

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

Rules for Operation, 2019

**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 19 weeks, beginning May 30, 2019 until October 3, 2019 from 12:00 - 6:00 pm.  
There will be no exchange of goods before 12:00 PM, except among vendors.
3. All vendors must re-apply annually.

**4. Levels of participation:**

**Full-time vendors** are expected to attend every market, unless an emergency arises. 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. A vendor who registers as a full-time vendor but does not participate as such risks losing his or her permanent space and may lose his or her full-time status. Rates will be adjusted accordingly for the remainder of the market. 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.

**Part-Time Vendors** may attend throughout the season on a regular, previously-agreed-upon schedule. Although every effort will be made to assign part-time vendors to a consistent space, this may not be possible each week, and part-time vendors do not have a permanent space. After the registration fee, part-time vendors will pay \$12/week of participation.

**Visiting vendors** may attend at will. The fee is \$25/week. They must submit an application for approval and notify the Market and pay their fee at least a week in advance of their attendance. All rules apply to visiting vendors. A visiting vendor may decide to become a full - or part-time vendor at any time during the season. Rates will be adjusted accordingly.

**Commercial vendors** own and operate a commercial wholesale business or service for profit. They are accepted only when their product is relevant to the interest of the market community.

**Non-profit organizations** pay no registration fee and attend the Market to distribute information for the public good. They may not promote a political agenda. They may recruit membership in their organization, and if they pay a visiting vendor fee, they may sell items to raise money for their organization.

5. 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 23: \$140.

**Visiting Vendor**, due 1 week prior to participation: \$25/week  
for a maximum of 5 weeks to try out the Market. There will be no registration fee. After that time, should the vendor decide to continue on a regular full-time or part-time basis, \$12/week already paid will be applied toward the \$60 registration fee.

**Part-Time Vendor:** \$12. per week.

**Commercial Businesses** - Vendors promoting a non-agricultural commercial business or selling approved commercially manufactured products: **\$40 per week**  
**\$683 full season**

**Non-Profit Organizations:** There will be no registration 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: **\$12/week**

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

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

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. **Produce that is not**

**home grown must be clearly labeled identifying the source.** 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, natural, or repurposed 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. In keeping with the cooperative atmosphere of the Market, **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 who personally grows or produces the product, the one 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 com-

mercial vendor. The committee reserves the right to prohibit sale of certain products and gives the Market Manager the right to remove any product that has not been approved.

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, no one may sell to customers before the Market opens at 12:00 noon and in fairness to customers who arrive late in the day, **vendors 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:** Vendors should be respectful of one another and cooperate with one another during the unloading and loading process. 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 asked to park in the city lot on Central St. behind the police station and Berkshire Bank. Only before 11:30 am and after 6:00 pm, vendors may drive on the tree belt and park in **a single line on the right in the direction of street traffic to load and 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, and **drive in the direction of the street traffic** when entering and leaving the market, and remove your car as quickly as possible. 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.

1/24/2019