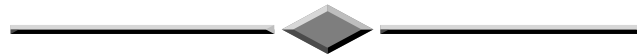


TOWN OF BELMONT, NEW HAMPSHIRE

*Farmer's Market 2017
Rules of Operation and Vendor Application*



OFFICE of SELECTMEN
Town of Belmont
143 Main Street
Belmont, New Hampshire 03220
Telephone 603-267-8300

Belmont Farmer's Market Vendor Application

I have read and agree to the terms set forth in the attached document titled "Belmont Farmer's Market Rules of Operation" which is numbered pages 3 - 7. I understand that individual product liability is my responsibility. I do hereby release the Belmont Farmer's Market, the Market Manager, and the Town of Belmont from liability due to my product(s) and my participation in the market.

Initial
Here ↑

Primary Vendor Category: Agriculture Prepared Food Other

Please describe your product(s):

- Name of Applicant _____ Telephone # _____
Name of Business (if applicable) _____
Address (Business address, if applicable) _____
Email Address _____ Alternate Telephone # _____
- Do you give the Belmont Farmer's Market permission to release your name and/or business name, address, telephone number, email, and website for marketing purposes or customer contacts? YES, I do NO, I do not
- The Belmont Farmer's Market relies on a wide variety of people and organizations, including vendors, for help with marketing. We ask vendors to commit to publicizing the market, each summer month of operation, with announcements on your website and Facebook pages. Press releases and photos will be available throughout the season to help you with your marketing activities. Will you help us make this new Farmer's Market a success?
 Yes, I will No, I do not have a website or Facebook
- Attach copies of all required licenses.
- Attach copy of general liability and/or any other required insurance certificates.

Signature (print) _____ Date _____

Signature (sign) _____

Mail the completed Vendor Application, along with payment, to Special Events Coordinator, Town of Belmont, PO Box 310, Belmont NH 03220. You may also drop off the application at Belmont Town Hall located at 143 Main Street, Belmont NH. Contact information for Market Manager/Special Events Coordinator: events@belmontnh.org or 603-998-3525

Belmont Farmer's Market Rules of Operation

- **Purpose**

The Belmont Farmer's Market (BFM) is sponsored by the Town of Belmont and seeks to promote a sense of community, as well as the historical and rural character of our town. The BFM hopes to promote the common interest in NH agricultural-based products and to establish and maintain the integrity of the local market. It is our intention to identify individual farmers, growers, and producers in the Belmont/Concord/Lakes Region area and develop a network of support and information for these entities to market their products directly to the consumer.

- **Supervision of Farmer's Market Days**

The BFM is supervised by Gretta Olson-Wilder, the Town of Belmont Special Events Coordinator a/k/a the Market Manager. She will manage normal market operations such as parking, collecting fees, scheduling, quality determination, and public relations. Most disputes arising from problems or disagreements will be settled by the Market Manager. Her telephone # is 603-998-3525.

- **Dates of Farmer's Markets**

Sundays... June 25, July 30, August 27, and September 17. Times 9:30 am – 12:30 pm

The Belmont Farmer's Market is open to the public. **It will be held monthly from June through September, in the Ride Share parking lot on Rte. 106 in Belmont, NH.** Markets run rain or shine. Cancellation will take place only in extreme weather conditions or their anticipation. The Market Manager will enforce market cancellation on site. Set-up and clean-up will be one hour before and after the selling period. Vendors must be available to customers until the market closes at 12:30 pm. If you are unable to attend a market date, we would appreciate a 48-hour notice.

- **Approval of Applications**

All applications are subject to approval by the Market Manager and must be received by June 2, 2017 for consideration of approval. Preference will be given to vendors who make all reasonable efforts to source all ingredients locally.

- **Liability Insurance**

Proof of general liability insurance, including product liability insurance, is required and must be current during the dates of the market. It is not available through the BFM. The Town of Belmont must be named as an additional insured. Inquire with your insurance agent to purchase insurance to protect everyone involved. Article regarding the importance of liability insurance, for your reference – <http://www.foodsafetynews.com/2012/11/should-farmers-market-vendors-carry-product-liability-insurance/#.VRa66PzF-So>

- **Payment for Vendor Space**

Vendors will pay for all four Sundays of the market up front for a fee of \$50, which includes an administrative fee for advertising and organization of the market. This fee for the season is due by Friday, June 2, 2017. An option of participating as a vendor in one market only (June 25 or July 30 or August 27 or September 17) is available upon request for a fee of \$15. Cash or check (made payable to the Town of Belmont) will be accepted. All vendors must be at least 18 years old. After paying the fee and signing the registration form, the vendor will be assigned a space. The Market Manager will be responsible for assigning space at his/her discretion and will collect all fees. If you choose not to attend all four of the planned Farmer's Markets for the 2017 season, fees paid are not refundable. The market space allotment plan will be considered permanent throughout the market season, unless absences require a consolidation of the market. Changes will be made upon agreement of the involved vendors and the Market Manager.

- **Responsibilities and Inspection of Booth Area/Vendor Space**

Each vendor is entitled to one assigned space in the market consisting of 12 feet of frontage to use for display and sale. The Market Manager must authorize any use of space other than a vendor's allocated space. A visual inspection of your booth will be made each market date. Your booth should meet expected standards or your subsequent dates will be cancelled. Vendors are not allowed to share vendor space unless pre-approved by the Market Manager. Each vendor shall be responsible for setting up, displaying and packaging products in a saleable quantity, as well as providing protection for the product from the elements. All food items for sale must be displayed properly at least six (6) inches above the ground or in sealed, waterproof containers. Each vendor is responsible for maintaining the cleanliness of his/her space, providing his/her own display and removal of trash. Central trash receptacles will be provided for patron trash. Each vendor must leave his assigned area in broom-clean condition within one hour after selling stops, and shall assist in the general cleanup of the market area. All guidelines apply to anyone attending your area.

Vendors using canopies or tents, with multiple frame parts and separate covers, will ensure they have designated help setting up their canopy or tent and that they are secured with weights, stakes or bungee cords to prevent wind damage. Securing must not result in a tripping hazard to customers or other vendors. Vendors are responsible for providing their own equipment, tables and chairs. All banners and/or signs must be freestanding. Vendors are not allowed to bring pets into the market area, consume alcohol during the market, or smoke in the general vicinity of the market. It is expected that children accompanying a vendor will be monitored closely to ensure the safety of them and all other patrons. Vendors may "employ" workers under the age of 18; however, underage workers left alone at the market must have NH working papers. Violent, disorderly, or threatening behavior at the market is prohibited.

- **Loading and Unloading on Market Day**

Vendors will unload their products on the left side of the Ride Share parking lot. Questions should be directed to the Market Manager, who will be available for parking instructions. To avoid safety problems involving vendors' vehicles and gathering customers, vendors are advised to arrive for set up at 8:30 am. All vendors and their vehicles shall be in place by 9:15 am. No vehicles will be driven into the vendor areas between 9:15 am and 12:45 pm. Each vendor is responsible for being at the market on time and all set up before 9:15 am. Those arriving later than 9:15 am may be relocated for that day. No sales will occur prior to 9:30 am when the market officially opens. Each vendor is responsible for staying until the market closes -- exceptions allowed with permission from the Market Manager. Vendors will park in vendor designated parking during the market hours, to leave accessible parking for customers. Each vendor will be responsible for setting up, displaying, and packaging their goods and providing protection from the elements.

- **Pricing of Products**

Products will be labeled and sold in accordance with applicable state law. Prices will be determined by the seller and prominently posted or displayed. Vendors are urged to consult the NH Dept. of Agriculture's Weekly Market Bulletin for produce pricing guidance. Vendors are encouraged to price their produce at fair market value. Customers come to the BFM for the freshest and highest quality produce – they do not come for a 'discount market'. Pricing should reflect the quality of the vendor's products. Where possible, each produce item will be priced individually. The Market Manager is not responsible for any sales arrangements or warranty of any sort, express or implied, concerning produce bought or sold. Vendors will not use high pressure tactics to sell their products. Anyone observed doing so will receive a warning. Upon receiving a second warning, the vendor will be asked to leave the area immediately.

There may be some duplication from other vendors/artisans selling similar products. The Market Manager reserves the right to limit vendors and/or particular products at his/her discretion. This may be done to prevent market saturation, unprofitability and pricing issues. All vendors must agree to abide by fair business practices.

- **Product Guidelines**

If selling anything different than originally listed on your application, you must get approval from the Market Manager prior to selling such item at the market. All vendors are responsible for complying with New Hampshire meals and rooms tax regulations where applicable.

Farmers:

1. Farm vendors must grow on their farm or forage 90% of what they sell within 50 miles.
2. Farm vendors may grow on leased land, provided that they are solely responsible for produce grown on that land.
3. All produce must be grown by members of the seller's household or persons employed by the seller. Purchased produce may not be offered for sale, unless it is local and a product that is not being currently grown by a participating vendor. If purchasing produce, this needs to be discussed and approved by the Market Manager beforehand.
4. All scales used by vendors shall have a current seal by the Division of Weights and Measures.
5. Each vendor is responsible for complying with New Hampshire regulations pertaining to items sold at the market.
6. All items sold at this market will be produced locally unless otherwise approved and so identified.
7. Farm vendors selling to the public by weight will use certified, licensed in NH and legal for trade scales and display the certificate at the booth.
8. Any agricultural product which is not grown or produced by the seller must be labeled as to who did grow or produce it.
9. "Native, Our Own and Local" will be defined as in RSA 426:5.
10. Produce cannot be advertised as "certified organic" without being certified organic with the NH Dept. of Agriculture. A current organic certification must be properly displayed at the vendor's space. When talking with a customer, vendors will not call a product organic unless it is certified.
11. No lot or container of produce that appears rotten, spoiled, moldy, improperly sprayed, or otherwise unfit for human consumption may be brought to market and offered for sale.
12. Produce that is less than top quality may be offered for sale, but must be so labeled and appropriately priced (examples – "Apples: drops for sauce", "Tomatoes: canning only", or "Corn: over one day old").
13. While members are not required to post in writing the day that produce was picked, they shall be totally truthful when questioned by customers. Employees of members are subject to the same requirements. They should know how old the produce is.

Crafts:

1. Crafts must be made by the vendors themselves or a relative within NH/ME/VT/MA.
2. All work must be handmade. Not acceptable items are embellished or made from commercially available kits, plans or patterns; imports; factory made or other assembled items.
3. Craft applications must include photos of typical products that will be sold at this market.
4. Agricultural crafts may be sold also, but must be made from locally grown materials (i.e. cornhusk dolls, wreaths, etc.)
5. Each vendor is responsible for complying with New Hampshire regulations pertaining to items sold at the market.
6. All items sold at this market will be produced locally unless otherwise approved and so identified. "Native, Our Own and Local" will be defined as in RSA 426:5.
7. Craft vendors shall be limited to 30% percent of the market.

Prepared Foods:

1. Locally home grown or home baked goods, maple products, honey, canned pickles, relishes, jams and jellies, and similar prepared foods, eggs, meat and horticultural products of good quality may be offered for sale if made by the vendor.
2. It is the vendor's responsibility to meet all the requirements of the US Food and Drug Administration and to obtain all necessary licenses.
3. Canned items must use USDA recommended processing.
4. Each vendor is responsible for complying with New Hampshire regulations pertaining to items sold at the market.
5. With regards to food safety, all vendors are expected to use best management practices when handling food products.
6. All items sold at this market will be produced locally unless otherwise approved and so identified.
7. Prepared food vendors selling to the public by weight will use certified, licensed in New Hampshire and legal for trade scales.
8. "Native, Our Own and Local" will be defined as in RSA 426:5.
9. All processed and value added food items require "Standard labeling" and must include the following information and be in compliance with RSA 358 & 426: Vendor's name, address and contact information such as phone number or email address; list of all ingredients in order of volume (most to least); bold and or clearly emphasize allergens (such as "includes eggs" or "includes dairy products" or "includes nuts" or "includes shell fish" or "includes soy"); and net weight or volume of the product.
10. Prepared food vendors shall be limited to 30% of the market.

- **Non-profit Organizations**

Non-profits may provide information on their organization and may sell items, provided products are approved by the Market Manager and do not substantially conflict with or duplicate existing market vendors' products.

- **Outside Solicitations**

No solicitors, collection drives or manufactured products (including printed materials) by outside organizations or individuals will be permitted in the vending area without prior permission.

- **Violations and Problems**

Any violation of these rules shall subject the violator to denial of future participation at the market. If problems arise, disputes will be settled by the Market Manager. In the interest of promptness, decisions of any question shall be final. Failure to comply with these guidelines may result in revocation of market privileges and forfeiture of any fees. To prevent issues from occurring, vendors will respect their fellow vendors and customers at all times, conducting themselves in a proper professional manner. Vendors should notify the Market Manager of any issues as soon as they arise.

- **Indemnification Clause**

To the fullest extent permitted by law, Vendor shall protect, indemnify, save, defend and hold harmless the Town of Belmont, including its officials, agents, volunteers and employees ("Indemnified Parties"), from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified Parties may become obligated or suffer by reason of any accident, bodily injury, personal injury, death of person, or loss of or damage to property, arising indirectly or directly under, out of, in connection with, or as a result of this Contract or the activities of Vendor or its agents, employees, Vendors or sub-vendors, and even if caused in whole or in part by any negligent or intentional act or omission of Indemnified Parties.

In addition, and regardless of respective fault, Vendor shall defend, indemnify and hold harmless the Indemnified Parties for any costs, expenses and liabilities arising out of a claim, charge or determination that Vendor's officers, employees, Vendors, sub-vendors or agents are employees of the Indemnified Parties, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages or taxes brought in connection with laws governing workers compensation, unemployment compensation, social security, Medicare, state or federal taxation, and/or any other similar obligation associated with an employment relationship.

The Vendor's obligations to defend, indemnify and hold harmless the Indemnified Parties hereunder shall survive the term of this Contract. The Town of Belmont shall not be required to defend or indemnify the Vendor, any sub-vendor or any professional service provider.

Contact Information for Market Manager/Special Events Coordinator:
events@belmontnh.org or 603-998-3525