



2009 BOSTON PUBLIC MARKET ON THE GREENWAY
BOSTON PUBLIC MARKET ASSOCIATION (BPMA)
REGISTRATION and APPLICATION for PARTICIPATION

Location: Atlantic Avenue and Summer Street, on Rose Kennedy Greenway, Boston, MA

Landmarks: South Station/Federal Reserve Building/State Street Bank

Start/End Date: Thursday, May 28th, 2009 through Thursday, October 29th, 2009 **No Market September 24th**

Days/Hours: Tuesdays and Thursdays: 11:30-6:30 PM

Set Up/Break-Down: Set-up, as scheduled. Break-down, 7PM

What Boston Public Market Association (BPMA) will provide on site:

- Limited access (provided only per written agreement) to one 10 ft. x 10 ft. orange and white tent
- Limited number of tents available with on-site storage
- Electricity
- An area for you to park your vehicle at no additional cost
- On-site parking for a limited number of vendors, with preference given to growers

What you will provide:

- One 10 ft. x 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 and automobile insurance
- Health certificate for any processed foods
- Sealed scale (if necessary)
- Completed registration and application for participation (see attached)
- Completed list of produce and products (see attached)
- Seasonal payment of **\$630** per booth, payable to BPMA by check or money order; or payment for first 4 market days @ **\$80** per booth made to BPMA by **May 1st, 2009** and to be paid weekly at the start of each week's first market day thereafter
- For vendors with processed foods: you will be responsible for going to ISD directly to obtain your permit for operations and sales, with copies to BPMA (see food services application attached). *Please contact Mimi Hall at 857-234-2633 or at bostonpublicmarket@gmail.com with a list of your food items, prior to sending your information to the ISD, so that we may insure proper processing.*

2009 BOSTON PUBLIC MARKET ON THE GREENWAY

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

Fill in all sections and mail to: Boston Public Market Association (BPMA) 129 South Street, Boston, MA 02111.

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:

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	Location(s)

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 2009 season.

Temporary, single-day and partial-season spaces may be available on a case-by-case basis.

A. Please indicate if you will be attending one or both market days.

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

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

Start date	End date	Tuesdays	Thursdays	Fee per day – or -	Fee per season?	Need on site parking?	Need electric?
				\$20 per booth	\$630 per booth	Yes/No	Yes/No

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.

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, Rodale Inc. and Rodale Institute's members of their Board of Directors, and all agents and/or employees thereof (collectively, the "Indemnified and Released Parties") from any and all claims, demands, actions, suits, proceedings, liabilities, damages, losses, judgments, and expenses (including reasonable attorney's fees and costs) arising or allegedly arising from my acts, omissions, or other 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 reasonable attorney's fees and costs incurred by them in defending or settling any claim against them that arises, or allegedly arises, as the result of my negligent or intentional conduct.

G. WAIVER AND RELEASE OF CLAIMS:

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 POLICY. I understand that, in consideration for processing my application, I waive any and all rights to pursue any civil or criminal process against the Indemnified and Released Parties 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 specifically understand that I have no legal or equitable right to participate as a vendor in the BPMA Market, and that BPMA will select or reject, and/or retain or dismiss, vendors in its sole and absolute discretion. I further expressly covenant not to sue and agree to release, waive, and discharge the Indemnified and Released Parties from all claims, demands, actions, suits, proceedings, liabilities, damages, losses, judgments, and expenses (including reasonable attorney's fees and costs) that I may suffer, directly or indirectly, due to, arising out of, or in connection with my own participation or conduct (negligent or otherwise) in the BPMA Market or the conduct (negligent or otherwise) of any other person at the BPMA Market including, without limitation, the negligent conduct of the Indemnified and Released Parties. THIS RELEASE APPLIES TO ALL ACTS OF THE INDEMNIFIED AND RELEASED PARTIES, INCLUDING FUTURE ACTS OF NEGLIGENCE AND/OR FAULT OF THE INDEMNIFIED AND RELEASED PARTIES. THE INDEMNIFIED AND RELEASED PARTIES SHALL NOT BE LIABLE FOR ANY OF THEIR ACTS OF NEGLIGENCE AND/OR FAULT INCLUDING FUTURE ACTS OF NEGLIGENCE AND/OR FAULT TO THE EXTENT AS PERMITTED BY MASSACHUSETTS LAW. I have had the opportunity to consult with an attorney before executing this application, whether or not I have chosen to do so. 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. NO WAIVER OF RIGHTS:

No failure or delay on the part of any of the Indemnified and Released Parties to exercise any right, remedy, power, or privilege hereunder nor course of dealing between the parties shall operate as a waiver thereof, or of the exercise of any other right, remedy, power or privilege. No term of this application shall be deemed waived, and no breach consented to, unless such waiver or consent shall be in writing and signed by the party claimed to have so waived or consented. No waiver of any rights or consent to any breaches shall constitute a waiver of any other rights or consent to any other breach.

I. 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.

J. 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.

Signed on this _____ day of _____, 2009.

Applicant's signature: _____

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, if specifically indicated on this application.

2009 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 grow GMO crops
- I do not 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 products that you plan to sell at the farmers market and indicate the months they will be available.

FRUIT	May	June	July	August	September	October
Apples						
Apples, Crab						
Apricots						
Blueberries						
Blackberries						
Cranberries						
Currants						
Cherries						
Drop/Ground Cherries						
Gooseberries						
Grapes, Concord						
Grapes, Green						
Grapes, Red						
Melon, Cantaloupe						
Melon, Honeydew						
Melon, Musk						
Melon, Red Water						
Melon, Yellow Water						
Nectarines						
Peaches						
Pears						
Pears, Asian						
Plums						
Quinces						
Raspberries						
Strawberries						
Wine Berries						
Other:						

VEGETABLES	May	June	July	August	September	October
Artichokes						
Asparagus						
Beans, Fava						
Beans, Italian						
Beans, Lima						
Beans, Long						
Beans, Purple						
Beans, Shell						
Beans, Snap						
Beans, Soy						
Beans, Wax						
Beets						
Bitter Melon						
Broccoli						
Broccoli, Chinese						
Broccoli, Rabe						
Broccoli, Romanesque						
Brussel Sprouts						
Carrots						
Cauliflower						
Celeriac						
Celery						
Corn						
Cucumbers						
Cucumbers, Armenian						
Cucumbers, Lemon						
Eggplant						
Fennel						
Garlic, Dried						
Garlic, Fresh						
Garlic, Scapes						
Greens (be specific)						
Arugula						
Bok Choy						
Calallo						
Chard, Rainbow						
Chard, Swiss						
Chicory						
Chinese Cabbage						
Collard Greens						
Dandelion Greens						
Endive						
Escarole						
Frisee						
Green Cabbage						
Collard Greens						
Dandelion Greens						
Huckleberry Leaf						
Huitacoche						
Kale						
Lettuce, Head						
Lettuce, Loose						
Lemongrass						

VEGETABLES	May	June	July	August	September	October
Mesculn						
Mizuna						
Mustard Greens						
Pea Tendrils						
Radicchio						
Red Cabbage						
Spinach						
Squash Blossoms						
Tatsoi						
Other Greens:						
Kohlrabi						
Leeks						
Mushrooms						
Okra						
Onions, Dry						
Onions, Green						
Onions, Red						
Onions, White						
Onions, Yellow						
Parsnips						
Peas, Edible Pod						
Peas, Gonzo						
Peas, Shell						
Peppers, Green						
Peppers, Hot						
Peppers, Red						
Peppers, Yellow						
Potatoes						
Potatoes, Fingerling						
Potatoes, New						
Potatoes, Purple						
Potatoes, Red						
Potatoes, Russet						
Potatoes, Sweet						
Potatoes, White						
Potatoes, Yukon Gold						
Pumpkins						
Pumpkins, Vines						
Radishes						
Rhubarb						
Rutabaga						
Scallions						
Shallots						
Spinach						
Spinach, Water						
Squash						
Squash, Golden						
Squash, Cousa/Kousa						
Squash, Patty Pan						
Squash, Summer						
Squash, Winter						
Squash, Zucchini						
Tomatoes						
Tomatoes, Cherry						

VEGETABLES	May	June	July	August	September	October
Tomatoes, Green						
Tomatoes, Heirloom						
Tomatoes, Plum						
Tomatoes, Red						
Tomatoes, Tomatillos						
Tomatoes, Yellow						
Turnip						
Turnip, Macomber						
Other:						

PLANTS	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER
Annuals						
Bittersweet (non-edible)						
Herbs						
Herbs, Basil						
Herbs, Cilantro						
Herbs, Dill						
Herbs, Lavender						
Herbs, Mint						
Herbs, Oregano						
Herbs, Parsley						
Herbs, Rosemary						
Herbs, Sage						
Herbs, Other						
Herbs, Dried						
Flowers, Cut						
Flowers, Dried						
House Plants						
Mums						
Perennials						
Pyracantha (non-edible)						
Potted Vegetables						
Wildflowers						
Other:						

BAKED GOODS	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER
Breads, Challah						
Breads, Sourdough						
Breads, Sweet						
Breads, Tea						
Breads, Whole Wheat						
Cakes						
Cookies						
Focaccia						
Fruit Tart						
Muffins						
Pies						
Other:						

MEATS/AQUACULTURE	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER
Beef						
Chicken						
Fin Fish						
Pork						
Cured Meats						
Cured Fish						
Shellfish						
Crabs						
Lobster						
Other:						

DAIRY and EGGS	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER
Eggs						
Milk						
Cheese						
Goats Cheese						
Goats Milk						
Yogurt						
Ice Cream						
Other:						

OTHER ITEMS & PREPARED FOODS	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER
Bath Products						
Body Oil						
Body Scrub						
Body Spray						
Broom Corn						
Cider						
Cider, Sparkling						
Crafts						
Croutons						
Dip						
Dipping Oil						
Corn Stalks						
Dog Biscuits						
Dried Fruit						
Flavored Syrups						
Fudge						
Gourds						
Gourmet Spread						
Herbal Products						
Holiday Decorations						
Honey/Bee Products						
Indian Corn						
Jams/Jellies/ Preserves						
Lip Balm						
Lotion						
Maple Syrup						
Maple Products						
Nuts, Prepared						
Olive Oil						
Pizza						
Prepared Foods (list)						
Prepared Mixes (list)						
Pressed Flowers						
Sachets						
Salad (prepared)						
Salad Dressing						
Soap						
Wreaths						
Other:						

BOSTON PUBLIC MARKET ASSOCIATION'S
FARMERS 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:

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 next page.

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 that is (a) labeled with a vendor's name, but (b) produced under the control and at the risk of an entity other than a vendor.

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 are 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 Dewey Square, provided the vendor produces and/or processes those items. Private labeled items are not allowed to be sold 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 in its sole and absolute discretion 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 and unless reviewed and altered by the Executive Director (or, in the case of policy matters, by the BPMA 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 contesting any 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's reasonable attorney's fees, 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 and automobile insurance. A certificate of insurance and policy must be submitted with the market application.

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 may result in a determination that a vendor is not 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 (including but not limited to the USDA and FDA agencies).

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 from the sales area any products judged in his/her sole and absolute discretion to be of inferior quality.

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. ENFORCEMENT 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.

Upon acceptance, a minimum deposit of **\$80** per booth (payment for first four market days @ \$20/ea.), is due by May 1st, 2009. A 25% discount for the season will be offered to those paying market fees in advance by May 1st, 2009 -- **\$630 season/\$15 per 10' x 10' booth.**

Deposits:

Boston Public Market Association - 2009 Farmers Market
129 South Street
Boston, MA 02111

A Vendor will not be accepted into the Market without submitting a minimum deposit equivalent to 4 market days' 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.

Alternative Payment Plans:

Alternative payment plans may be considered upon written request to the BPMA regarding 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 such payment dates may result in the immediate and permanent loss of BPMA Market 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 intends Sections 4-10 of this document to be applicable only to 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 at the time of inspection 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 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.

Please contact with BPMA with any questions at 857-234-2633.