



Hingham Farmers Market, Inc.
Rules, Policies &
Procedures
Winter Market 2019

*The purpose of this document is to help insure a well-run and successful market.
These rules, policies and procedures are intended to clarify how we operate.*

- **Location: 2nd Parish Church, 685 Main St., Hingham, MA 02043**
 - **Day/Dates: Jan 12, Jan 26, Feb 9, Feb 23, Mar 9, Mar 23**
 - **Time: 10am – 1pm rain, snow, or shine (Cancellations for hazardous weather only)**
1. A signed and dated copy of this document must accompany all vendor applications
 2. The Hingham Farmers Market, Inc. (HFM) is open to both home and commercial growers.
 3. Cancellations: The Market will cancel only in the event of hazardous weather conditions. Every effort will be made to notify vendors of a cancellation.
 4. All produce must be produced by the vendor and picked by a person of the household or employed by the vendor. Products not grown by the seller must be clearly marked as to place picked and must be approved by the Market Manager or his/her representative.
 5. Plants, flowers, eggs, honey and fresh cider, meat and seafood are permitted
 6. No reselling of wholesale purchases, excepting seafood, is permitted without express permission of the Market Manager or his/her designee (see Carried Items, #13).
 7. The Executive Committee or designated representatives of the HFM may make inspections of both farm and non-farm vendor facilities.
 8. Seafood. Selling of seafood purchased at wholesale is permitted with conditions:
 - a. Permitted origins:
 - i. New England and New York coastal waters plus the Canadian Maritimes (New Brunswick, Nova Scotia and Prince Edward Island).
 - b. Labeling: origin is required; boat from which purchased is desired.
 9. Vendors agree that they are expected to participate in each market session agreed to. Vendors must arrive for set up early enough to commence business at the Market opening (10am) and must clean their area thoroughly after closing. Late arrivals may be denied permission to participate.
 - a. Each seller will be responsible for displaying good products in a clean area and to leave the area “broom clean.”

- b. The HFM is a “Carry In/Carry Out” market. Vendors may not leave behind or dispose of packing/merchandising materials.
10. All scales shall have a current seal from an approved Sealer of Weights and Measures.
11. All prices shall be clearly marked.
12. Tables will be provided by the church. Other tables, if needed will be provided by the HFM.
13. Selling Space: Vendors must keep their products within their rented and assigned space.
 - a. Rented vendor spaces are limited and the allowable space for displaying and selling is defined as the area contained within that rented space.
 - b. Displaying or selling products outside the Market’s perimeter is prohibited without the approval of the Market Manager or his/her designee.
 - c. Given the nature of an indoor market in a confined space, vendors are asked to be flexible and cooperative with other vendors in the interest of a vibrant marketplace environment.
14. No dumping: vendors must sell on quality and at a fair price.
15. While promotions (or sales) are permitted the Market Manager on duty will determine if such promotions or sales are in the best interest of the Market.
16. All members agree to be helpful and informative to customers and respectful of each other.
 - a. The practice of making loud sales pitches to customers or ‘Hawking,’ is not appropriate at the HFM.
17. “Carried items.” Vendors are allowed to carry a token number or amount of products that they have not grown, produced or made. All such items must be directly related to a vendor’s product line and be approved in advance by the Market Manager or his/her designee.
18. All processed food vendors must have appropriate permits as determined by the Hingham Health Department (781-741-1466). Permits must be brought to each session of the market and all processed foods must be labeled appropriately.
19. Electrical power (110VAC) is available.
20. Vendors are required to have their own product and public liability insurance coverage.
21. Each vendor is responsible for conformation with any applicable federal, state or local laws and regulations pertaining to the products being sold.
22. The HFM is a “No Smoking” market.
23. Violations of rules may result in the violator being denied from further participation at the Hingham Farmers Market.

Disciplinary and Grievance Procedures

One of the goals of the HFM is to provide a positive, cooperative and respectful atmosphere for all Market participants. Occasionally, Rules/Policies violations and disputes will arise.

Please be aware that Market set-up is a very busy time. If the dispute is not urgent please wait until the Manager can give you his/her full attention.

Rules/Policies Violations: The Market Manager or his/her designee will deal with violations of HFM Rules and Policies at the time of their discovery. Those decisions are final, and penalties include warnings and/or suspension or, in the case of multiple offenses, expulsion.

Disputes: Vendors are expected to resolve any minor disputes with one another with respect and without the involvement of HFM administrators. However, should that not be possible, please refer to the following guidelines:

- If a dispute is with another vendor that cannot be resolved, bring it to the attention of the Manager.
- If the dispute is with a patron and it **IMPACTS THE MARKET OR MARKET POLICY** immediately contact the Manager. The Manager will attempt to resolve it and will notify the Board if any action needs to be taken or policies need to be reviewed.
- If the person the dispute is with requests that the Board review the dispute, please respect that wish and drop the matter until Board mediation can be accomplished.

Appeals: Any vendor may appeal the Market Manager's decision about a Rules/Policy violation or dispute by notifying, in writing, the HFM's administration at info@hinghamfarmersmarket.org or by USPS to PO Box 692, Hingham, MA 02043.

- Include the following:
 - The date and time of the dispute.
 - The individual(s) involved.
 - The nature of the dispute.
 - The outcome/decision of the Manager.
 - Why you feel that the incident needs further review.
- A sub-committee of the HFM Board of Directors, comprised of non-vendors and excluding the on-site Operations Team members, will review the appeal and make its recommendation to the entire Board. The BOD decision will be final. Please do not contact Board members by personal email or other methods.

I have read and agree to abide by the Hingham Farmers Market, Inc.'s Rules, Policies & Procedures (Winter Market - 2019). I further agree that I shall hold HFM and its agents and employees harmless from all loss or damage occasioned by anything occurring during or related to market operations unless caused by the gross negligence or misconduct of HFM and its agents and employees and from all loss or damage wherever occurring occasioned by any omission, fault, neglect or other misconduct on my part or on the part of any agent or employee of mine.

Signature

Name (Please print)

Date