



Hingham Farmers Market, Inc.

Rules, Policies & Procedures

2019

- **Location:** Hingham Bathing Beach, 96 Otis St. (Rte. 3A), Hingham, MA 02043
- **Day/Dates:** Saturdays, May 4 – November 23, 2019
- **Time:** 9:00am – 1:00pm rain or shine (Cancellations for hazardous weather only)

**A signed and dated copy of the signature page this document
must accompany all vendor applications**

1. **Participation:** The Hingham Farmers Market, Inc. (HFM) is open to both home and commercial growers.
2. **Market Products:** [All products are “local,” geographically defined as the New England States plus New York.] Produce, poultry and meat products, plants, flowers, honey, baked goods and processed foods are permitted along with a limited number of artisan wares.
3. **Intent and Spirit:** The HFM offers and promotes goods grown, raised and produced by its vendors. The HFM reserves the right to deny any vendor whose goods do not clearly contain a strong “value-added” component. The reselling of goods bought for resale at the HFM is expressly prohibited except in the cases of “Carried Items” (see #12) and Seafood (see #6).
 - Products not grown by the vendor must be clearly marked as to place picked and must be approved by the Market Manager or his/her representative.
 - All members agree to be helpful and informative to customers and respectful of each other
4. **Registration:** Sellers must register with the Market Manager or her/his designee before setting up. Sellers must arrive for set up early enough to commence business at the Market opening (9:00am) and must clean their area thoroughly after closing. Late arrivals may be denied permission to set up if safety concerns are involved
 - Each seller will be responsible for displaying good products in a clean area and to leave the area “broom clean.”
 - The HFM is a “Carry In/Carry Out” market. Vendors may not leave behind or dispose of packing/merchandising materials.
5. **Canopies:** Canopies must be in good working condition and appearance and be properly weighted.
 - The Bathing Beach site can experience rapid and significant weather changes.
 - Minimum 16# (20# recommended) weight for each leg of canopy, secured to leg.
 - **Vendors not in compliance may be denied permission to set up.**
6. **Seafood:** Selling of seafood purchased at wholesale is permitted.
 - Permitted origins:
 - New England and New York coastal waters plus the Canadian Maritimes (New Brunswick, Nova Scotia and Prince Edward Island).
 - Labeling: origin is required; boat from which purchased is desired.
7. **Inspections:** The Executive Committee or designated representatives of the HFM may make inspections of both farm and non-farm vendor facilities.
8. **Scales:** All scales shall have a current seal from an approved Sealer of Weights and Measures.

9. **Prices:** All prices must be clearly marked and visible.
10. **Selling Space:** Vendors must keep their products within their rented and assigned space.
 - Rented vendor spaces are 10'x10' areas, or multiples thereof, and the allowable space for displaying and selling is defined as the area contained within that rented space.
 - Displaying or selling products outside the Market's perimeter is prohibited without the approval of the Market Manager or his/her designee.
11. **Dumping and Hawking:** Vendors must sell on quality and at a fair price. The practice of making loud sales pitches to customers not at ones own tent, or 'Hawking,' is not appropriate at the HFM.
 - 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.
12. **Carried items:** Vendors are allowed to carry a token number (not to exceed four) or amount of items that they have not grown, produced or made. All such items must be directly related to a vendor's product line and be clearly labeled as to their origin. All such items must be approved in advance by the Market Manager or his/her designee.
13. **Permits:** All processed food vendors must have appropriate permits as determined by the Hingham Department of Health (781-741-1466). Permits must be brought to each session of the market and all processed foods must be labeled appropriately.
14. **Food & Plant (FP) Vendors:** All farmers and prepared food vendors must submit a complete listing of products intended for sale along with their application. All prepared food offerings must be cleared with Hingham's Dept. of Health and submitted in writing to the HFM. Vendors will be asked to remove any unapproved items from their displays.
15. **Non-Food or Plant (NFP) Vendors:** NFP vendors are limited to a maximum of 5 spaces per market session and are governed separately. All new NFP applications are subject to a HFM "Jury Review." The jury is comprised of non-vendor Board of Directors members.
 - Jury decisions are based on the product's appropriateness and suitability for the HFM.
16. **Partial Season Vendors:** The HFM will strive to accommodate those vendors whose products are only available during part of the Market's season. Arrangements must be coordinated with the Market Manager and acceptance is subject to space availability.
17. **Power:** Limited electrical power (110VAC) is available. Vendors requiring power may be assessed a surcharge.
18. **Insurance:** Vendors are encouraged to have and are responsible for their own product and public liability insurance coverage. If you choose not to purchase liability insurance, you will be asked to sign a waiver.
19. **Conforming to laws/regulations:** Each vendor is responsible for conforming with any applicable federal, state or local laws and regulations pertaining to the products being sold.
20. **Political activity, solicitors & demonstrations:** Political activity within the Market is prohibited. Solicitors, manufactured product demonstrations and other such activities will only be allowed by prior approval of the Market Manager or his/her designee.
21. **Dogs:** Dogs are not allowed in the market per order of the Hingham Department of Health.

22. **Violations:** Violations of rules may result in the violator being denied from further participation at the Hingham Farmers Market.
23. **Cancellations:** The Market will cancel only in the event of hazardous weather conditions. Every effort will be made to notify vendors of a cancellation, but notification cannot be guaranteed. In the event of a cancellation vendors may, at their discretion, choose to operate with the understanding that no administrative support will be available and that they do so at their own risk.

Disciplinary and Grievance Procedures

In the event of a dispute or disciplinary issue, members and administrators agree to the following procedures:

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 it is felt 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 - 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.

_____ ***I accept and agree to abide by “Hingham Farmers Market, Inc. Rules, Policies & Procedures, 2019.”***

_____ *I have liability insurance (please attach copy).*

_____ *I have been advised to get liability insurance but have chosen not to.*

Signature

Name (Please print)

Date