Leominster Marketplace

The City of Leominster will be hosting events and activities to support and promote local farmers and makers as vendors of unique hand-made items and locally grown food; such hosting events will be held in Leominster, MA and can be considered rain or shine events and activities as announced. Specific rules and requirements must be met and adhered to by all participants and/or vendors as listed below. You must read, understand, and comply with all stated Terms & Conditions in order to participate as vendors.

READ AND UNDERSTAND BEFORE YOU AGREE AND SIGN ACKNOWLEDGEMENT

No wholesalers, retail suppliers, or mass produced merchandisers. Specific Rules apply to Farmer Vendors and Maker/Craft Vendors and packaged or prepared food or beverage vendors, see below. All items must be local grown, handmade, or produced by you or your organization. Vendors are responsible for their own setup (including any canopy, tables, chairs, etc.), all materials, and all trash removal. Additional conditions apply, be sure to read the full Terms & Conditions below.

2017 Vendor Agreement

Vendor Business Name ____________________________________________________________

Vendor Responsible Person _______________________________________________________

Vendor Contact Phone __________________________________________________________

Vendor E – Mail Address __________________________________________________________

Type of Vendor □ Farmer □ Maker □ Type of Goods / Foods _____________________________

TERMS AND CONDITIONS – Vendor Signature required on Page 5

PLEASE READ CAREFULLY - YOUR COMPLIANCE IS REQUIRED!

Vendor agreements must be renewed each season. Participation in a previous season does not guarantee participation in subsequent events. You must provide a copy of any ServSafe Certification, Commercial or Residential kitchen license, and Certificate of Insurance, or any other necessary documentation upon request.

You must provide your own canopy, tables, chairs, and tablecloths, unless otherwise agreed upon.

MARKET RULES

1) TERMS AND CONDITIONS
   a) All persons desiring to sell items at the Market will submit a completed Leominster Marketplace Vendor Agreement provided by the City of Leominster. Each vendor’s responsible party must sign a statement indicating that they have
read, understand, and agree to abide by the rules of the market. By participating with the Leominster Marketplace, you are hereby applying, signing, and agreeing to these Terms and Conditions.

b) Vendors are required to comply with all federal, state, and/or local laws and regulations. Each Vendor is solely responsible for collection and payment of their own taxes (all applicable city, county, state and federal sales and other taxes).

c) Each Vendor is solely responsible for any required licenses, personal and business liabilities, and insurances.

d) This event is held at a public space and your exhibit will be set up and free standing. All public access ways must remain unoccupied by you and your property. You will be assigned a "booth" location, and provided a map of the booth layouts at least one day prior to each event. You may be assigned a different location at each weekly event. Vendor tables must remain set up in their space until the closing time of the event.

e) Vendors may be provided various event marketing materials for distribution, and are encouraged to promote this event in their own social circles.

f) Vendors are responsible for their own clean up. Any trash left behind may be punishable by fine for littering.

g) Live music may be performed at certain events. Vendors are not allowed to use audio equipment at their table space. Lighting must be limited and non-obtrusive to others.

h) You are consenting to being photographed and recorded for publicity and promotion purposes.

i) Vendors agree to accept full responsibility for any damage caused by the negligence or volition of the Vendor, Vendor family members, employees, or guests during event setup, tear down, or event hours. Vendor responsibility specifically includes payment of all damages and indemnification of the City of Leominster from any such liability.

j) The City of Leominster, and its representatives and agents, shall not be responsible for or liable to Vendors for any loss or damage that may result to Vendors or Vendor property from any source or any cause whatsoever.

k) The City of Leominster, and representatives and agents, make no guarantees of any sort to Vendors including guarantees of Vendor profit, sales, business, promotion, or advertisement opportunities.

l) All events will take place rain or shine. Events may be cancelled or terminated when conditions apply beyond our control.

m) Any Application Fees and/or other fees or related costs are NONREFUNDABLE. NO EXCEPTIONS.

n) The City of Leominster, its representatives and agents, reserves the right to reject any applicant for any reason whatsoever, at any time.

o) Violation of any Terms may lead to the immediate termination of any agreement. If you break the rules, you will be informed to leave, and told not to return, and your vendor status will be deactivated.

p) The City of Leominster will provide support to the Leominster Marketplace through organization, coordination, and operational information from the city to a designated volunteer market manager.

q) Market manager will send a reminder to all vendors within 24 – 48 hours prior to a market business date.

r) Vendors will communicate to the Market Manager their participation with the market within 24-48 hours prior to the market opening for business using the preferred method by the market manager of phone, text, or email.

s) The 2017 Leominster Marketplace will transition to a free market by eliminating all vendor fees effective May 6\textsuperscript{th} (the first Saturday of the outdoor season). Those vendors that have paid vendor fees for the winter season may remain in full participation of the winter indoor season with the Leominster Marketplace. Those vendors that wish to become
new participants during the winter season and prior to May 6th, will be charged a $10 fee per each participation in the remaining winter market.

2) FARMER VENDORS
   a) Only locally-grown (within 50 mile radius of market) or produced items that meet all applicable federal, state, and local rules and regulations and approved by a Market Manager may be offered for sale.
   b) Farmer grown and produced shall mean the following:
      i) All pruning, spraying, fertilizing, and harvesting is undertaken by the farmer, members of the farmer’s household or persons directly employed and paid by the farmer. This may include items grown on land under written lease or license, provided that the farmer who leased or licensed the land undertakes all of the above activities.
   c) All items offered for sale at the Market must be first quality.
   d) Only products certified by the Baystate Organic Certifiers as organic may be labeled organic.
   e) All processed foods should comply with the requirements set forth by federal, state, and local laws, regulations and rules.
   f) Items may be sold by the pound, bunch, piece, or measured container and must be clean and packaged.
   g) Scales utilized at farmers’ markets must be inspected and sealed annually by the Sealer of Weights and Measures of a local municipality.
   h) You may not advertise yourself as “organic” unless you are certified by the USDA and can provide copies of such certification. The word ‘organic’ is now defined and enforced by the USDA and have a very distinct meaning in the farming industry. It is acceptable to use terms such as "non-sprayed", “sustainable”, “all natural”, when advertising your farm products.

3) MAKER (Craft) VENDORS
   a) Mass-produced merchandise is prohibited.
   b) No "Yard-Sale" of "Flea-Market" or "Used" items allowed. All goods must be handmade by you or your organization or company, and must be first quality merchandise.
   c) There may be a limited number of electrical outlets available to craft vendors. Vendors with food items have priority access to any electrical outlets.

4) PRICES AND SIGNS
   a) Prices for all items for sale shall be posted clearly on a tag, sticker, or a sign.
   b) Prices for items shall be established only by individual Vendors.
   c) Collusion among Vendors to raise or lower prices or to exert pressure or persuasion to cause any Vendor to increase or decrease selling prices is prohibited.
   d) Each Vendor must post the name and location of his/her farm or business at his/her assigned selling area at the market.

5) DAILY OPERATION
   a) Vendors will notify the Market Manager the day prior (within 24 – 48 hours in advance) to the market being scheduled open for business. In the event that a vendor cannot attend the market, the Market Manager must be notified via phone, text or email using the Market Managers preferred method of communication.
   b) The selling at the market shall begin promptly at the stated open to the public time. No selling to other vendors or the general public before this time.
c) Vendors shall arrive no earlier than two hours of opening time to set up displays during the outdoor season and no earlier than one hour to set up displays during the indoor season.

d) Vendors must agree to sell for the entire market day as scheduled. No early departures, please.

e) Vendors must vacate the selling area no sooner than the stated market closing time, and no later than one hour after stated closing time; unless there is an on-going downtown event publicized by the city for vendors. In that instance, vendors are welcome to remain and partake in the downtown city event. Examples may be; Summer Stroll, Kids Day, Halloween Parade, Winter Stroll, etc. All clean-up must be completed by that time.

f) No vendor shall engage in solicitation, collection drives, political or religious activities in the market. No loud hawking of items is allowed.

g) Vendors must keep all produce 6 inches off the ground. The vicinity in and around their selling area must be clean at all times. Vendors must remove all refuse and unsold items at the end of each market day.

h) Vendors must be courteous to the other Vendors and to the public at all times. Vendors and their agents, employees, and representatives must maintain a neat and clean personal appearance at all times.

i) No vendor shall smoke tobacco, drink alcohol and/or possess or use any controlled substance while at the market.

j) EMERGENCY: In cases of any emergency during market hours, the Market Manager reserves the right to close down the market.

6) GRIEVANCES

a) In the event of a dispute regarding any aspect of the Market, the Market Manager(s) shall be consulted and discuss the dispute amongst themselves to reach a unified and joint decision. Such decision will then be shared with the parties involved. The City of Leominster will be informed of any disputes and related situations, along with the resolution decision. Any failure to abide by the Market Manager’s decision may be sufficient grounds for excluding the Vendor from the Market.

b) A Vendor may file an appeal from the Market Manager’s decision, by email, to a Grievance Contact of Lisa Marrone at lmarrone@leominster-ma.gov. Any appeal must be filed within ten (10) days of a decision.

c) Upon receipt of an appeal, the matter will be reviewed expeditiously.

d) A Grievance Committee assigned by the City will take no more than ten (10) days from receipt of the appeal to make its decision. During this time, the Vendor must adhere to the original decision of the Market Manager with no right to restitution for any losses.

Hold Harmless and Indemnification Agreement

Leominster Marketplace - Farmer and Maker Vendors

I do hereby release and hold harmless to the fullest extent permitted by law the City of Leominster, all the Departments, Leominster City Hall, leominstermarketplace.com, and any representatives or employees and agents thereof, including all Market Managers, of any kind and of any/all claims, damages, demands, suits, losses, actions, liability, and expenses/costs, judgments, settlements, penalties, and financial or legal obligations whatsoever including reasonable attorney fee’s and court costs, of my vendor participation at the Leominster Marketplace event which may be imposed upon, incurred by, or asserted against the City of Leominster, etal., by reason of (a) any failure on the part of the vendor to comply with any provision of terms required to be performed or complied by the vendor (including any officer, agent, servant, invitee, guest, patron, employee or contractors) under this agreement and (b) for the death, injury, property damage and/or consequential damages suffered by any person (including third party, vendor, or participant) on account of or based upon the act, omission, fault, negligence or
misconduct of any party whatsoever, other than through the City of Leominster et al.’s sole act, omission, fault, negligence or misconduct and/or due to any type of fire, theft, damage, sickness, illness or death caused by direct or indirect use of any of my transportation, product/services sold, used and/or consumed at these events herein above stated.

The foregoing indemnity and hold harmless agreement shall include indemnity against all expenses/costs, judgments, settlements, penalties and other liability incurred or in connection with any such claim or proceeding brought thereon, and the defense therefore with counsel acceptable to the City of Leominster, or counsel selected by an insurance company which has accepted liability for any such claim.

By applying to be a vendor for this event, the Vendor warrants that he or she has read and agreed to the Vendor Policy, Terms & Conditions, and the Hold Harmless Agreement, and agrees to be bound thereby. By continuing to be a vendor on this website, you have agreed to this contract.

Actual signatures will be collected the day of each event. Failure to provide a signed copy of this agreement is subject to immediate termination and removal of vendor property from the grounds.

2017 Leominster Marketplace – Vendor Agreement

Acknowledgement;

Leominster Marketplace Vendor – Business Name

Leominster Marketplace Vendor – Responsible Person    Date Signed

Acknowledgement;

Leominster Marketplace Manager    Date Signed