



## ROSLINDALE VILLAGE MAIN STREET

### Roslindale Village Main Street Farmers Markets (Winter and Summer)

#### MARKET POLICY

The RVMS Farmers Market may at any time modify or add to the Market Policy and is solely responsible for the interpretation, definition, and clarification of the Policy. Any such decision will be binding upon all parties. The RVMS Executive Director, Event Manager, Market Lead and members of the RVMS Event Committee as part of the Policy Sub-committee are responsible for enforcing the Market Policy.

#### **Market Contact Information:**

Steve Marcelin, Event Manager Roslindale Village Main Street Email: [events@roslindale.net](mailto:events@roslindale.net)

Telephone: 617-327-4065

Mail: 4236A Washington St, Roslindale, MA 02131

#### **Vendor Mix**

RVMS relies on the following Farmer's Market (FM) vendor mix to provide diverse, authentic offerings that promote community interests at the weekly market: at least 1/3rd farmers selling locally grown produce and/or plants, 1/3rd vendors selling locally processed or prepared food, and up to 1/3rd "other" (e.g., art and handmade crafts, local non-profits).

#### *Vendor Selection Criteria*

Permits for space at the market require that applicants apply by the Summer market deadline of March 31<sup>st</sup> and Winter market deadline of October 31<sup>st</sup>. The Summer market runs from the first Saturday in June to the Saturday before Thanksgiving in November. The Winter market runs from the first Sunday in January to the last Sunday in March. Because more vendors qualify than there are spaces available, the RVMS Event Manager awards permits based upon product wholesomeness and diversity, vendor longevity at the market, the RVMS vendor-mix priorities and community appeal.

Vendors must meet the following criteria specified for their category:

- **Growers of Fruits, Vegetables, Plants, Meats, Poultry and Eggs:**
  - All fruits, vegetables, plants, meats, poultry, eggs (yours and supply farms) must be grown/produced within a 200-mile radius of the RVMS Farmers Market
- **Processed Foods (cheese and other dairy products, honey, cider, canned foods, baked goods, etc.):**
  - Processed goods must be produced by the vendor. Processed foods must comply with all City of Boston Dept. of Health requirements and must obtain the appropriate City permits
  - Prepared Foods (Sandwiches, etc.):

Priority will be given to vendors who prepare unique goods that feature locally grown ingredients made from scratch that do not duplicate foods for sale in nearby stores. Prepared foods must comply with all City of Boston Dept. of Health requirements and must obtain the appropriate City permits

- **Non-Food Vendors (Hand Crafts, Photography, Art, Clothing, etc.):**
  - Priority will be given to artists and artisans who create handcrafted items themselves
- **Roslindale Village Businesses (Storefront in the RVMS catchment area):**
  - May sell any items from their storefront at the event.

Note: The Farmers Market is nonpartisan. Political candidates and their volunteers will not be given table space within the city-owned Adams Park. Elected officials and candidates are encouraged to visit the Market, enjoy the community exchange and entertainment and patronize the market's vendors.

### *Market Logistics*

#### **1. Assignment of Space**

The Event Manager will assign spaces to vendors a few days prior to each Farmers Market. Maps are emailed to vendors and should be reviewed by vendors each week. Every attempt is made to assign weekly vendors the same spots each week, but space assignment may need to change at the discretion of the manager. Every effort will be made to provide notice of such changes one week prior to the space reassignment.

Due to the Parks Department requirement that the FM take all possible steps to protect the turf in Adams Park, vendor requests to be in certain locations will be taken into consideration but may not be able to be accommodated.

Vendors may not give their assigned space to another party.

#### **2. Set Up**

Vendors for the summer market may begin setup as early as 7:30 am but must be completely set up by 8:45 am for the 9:00 am opening. For the winter market, setup can be as early as 9:30 am but must be completed before 10:45 am for the 11:00 am opening. Sales are not permitted before 9 am. Unloading and loading of vehicles should take place at the park's perimeter. All vendor vehicles must be moved by 8:45 am. To prevent competition with local businesses, vendors are encouraged to park their vehicles in the Taft Hill lot. Vendors will need to pay for parking. No vehicles will be allowed to park in Adams Park or at its gateways during the market unless approved by the Event Manager.

The City of Boston Parks Department holds RVMS responsible for protecting the grass against trampling and erosion. Towards this goal, vendors are required to locate stands adjacent to the sidewalk to minimize damage to the turf. Where vendors and their customers must walk on the turf, vendors will cooperate with the manager to place protective mats on well-traveled grass surfaces. These requirements are a condition of the permit. The Event Manager reserves the right to move vendors if the turf they are usually on is in bad condition.

#### **3. Attendance**

Vendors are expected to attend every week to which they have committed. The market takes place rain or shine. In rare cases where weather conditions create a serious hazard, the Event Manager will contact vendors by phone to inform them of a market cancellation.

Tardiness is destructive to the market. Vendors with more than seven recorded tardies (setting up later than 9:15) will not be permitted to set up at their regular location. They will be moved to a different spot on the map. Vendors with excessive amounts of tardies (more than 10 dates) will receive fewer dates for next season or may not be invited back, at the discretion of RVMS

Vendors must contact the Event Manager directly via email: [events@roslindale.net](mailto:events@roslindale.net) or by phone(617.327.4065) at least a day in advance if they will not be attending due to predicted rain or other emergencies. We will do our best to accommodate rescheduling as space permits, but refunds will not be issued.

Non-weekly vendors will be permitted to submit no more than one request to swap dates, which will only be granted on a space available basis.

#### **4. Market Sales/Advertising**

Stall displays must include clear signage with: Vendor or farm name; farm location; product prices; name and location of any supply product producers (e.g. apples from xx Orchard in xxx, MA).

"Certified Organic" is reserved for farms that have gone through state or national certification. Vendors must substantiate any claim if asked to do so by the Event Manager. All vendors are required to advertise truthfully and to respond to customers' questions in a like manner. We encourage all vendors to provide a sign or label to describe growing techniques (i.e., Sustainable, Transitional, Conventional, etc)

Vendors are required to use adding machines or registers when totaling customer purchases.

The sale or advertisement of cannabis, THC, or psychoactive products is strictly prohibited at the Market.

#### **5. SNAP/EBT & WIC**

Farmers and food vendors must accept SNAP/EBT and WIC coupons (farms only). To participate in the WIC program, farmers must receive a brief orientation from the State Dept. of Agricultural Resources. Please contact David Webber at the Massachusetts Department of Agricultural Resources at 617-626-1731 or [david.webber@state.ma.us](mailto:david.webber@state.ma.us) to set up this orientation.

#### **6. Tents/Canopies/Umbrellas**

Vendors are responsible for providing their own equipment and for ensuring that all structures are secure. For safety, weights or stakes for canopies/tents at market are mandatory, with a minimum of 40 pounds per tent leg. Vendors will be asked to take down and stow any canopy that is not properly anchored.

#### **7. Electricity**

Vendors needing electricity must get advance approval from the Event Manager for using the electrical outlets available onsite. All cords must be secured to the ground, especially when wires cross walkways. Access to electricity will not be available on wet or rainy days.

#### **8. Clean Up/ Garbage/ Recycling**

Vendors are responsible for keeping their stall area clean, tidy, and free of debris or trash during and after the market. Please carry out everything you carry in. We encourage vendors to use recycled goods and recycle waste whenever possible.

## 9. Permits/Licenses

Vendors are responsible for complying with all City and State policies: all taxes, licenses, permits, and all liability/product insurance is the sole responsibility of the vendor. Information on the City of Boston's requirements are located in the links below.

City of Boston Farmers Market Procedures -

<http://www.cityofboston.gov/isd/pdfs/farmersmarket.pdf> City of Boston Farmer' Market Application  
- <http://www.cityofboston.gov/isd/pdfs/FarmersMarketApp.pdf>

## 10. Payment Schedule

You will be asked to indicate a payment preference on your application. Payment can be made online, check or money order. Checks should be made out Roslindale Village Main Street. If you indicate a preference to pay online, you will be emailed an invoice through Quickbooks.

### **Deadlines for payment:**

Winter Market: December 1<sup>st</sup> – Deadline to receive payment for market dates January through March

Summer Market: May 1<sup>st</sup> - Deadline to receive payment for First Half, August 1<sup>st</sup> - Deadline to receive payment for Second Half.

If you apply and are accepted after the season begins, you will be expected to make payment upon receipt of invoice for the weeks you were accepted.

### **Mandatory Use of Melio:**

All vendors must register for a Melio account and use the platform to make required payments to the market. Cash, checks, and alternative payment methods will not be accepted unless explicitly authorized by RVMS Management.

### **Payment Deadlines:**

Booth fees and other recurring payments must be submitted via Melio by the due date specified in the vendor agreement. Late payments may be subject to penalties, including late fees or suspension from the market.

### **Payments to Vendors:**

Any sales facilitated by the RVMS on behalf of vendors will be reimbursed through Melio every month. Vendors must ensure their Melio account details are accurate to receive timely payments.

### **Payment Confirmation:**

Vendors must retain proof of payment and confirm the request with RVMS Management. Disputes regarding payments must be addressed directly with Melio and documented accordingly.

### **Non-Compliance:**

Vendors who fail to adhere to this payment policy may face penalties, including temporary suspension or permanent removal from the market.

### *Code of Conduct*

### **Complaints**

RVMS seeks to support and build the reputations of our Farmers Market and our participating farms. If formal complaints are received about farm produce not being locally grown, not meeting quality criteria or otherwise not meeting FM rules, RVMS must investigate and will respond directly to a complainant. Farms are expected to cooperate with the investigation and may be asked to respond directly to a complainant. False or erroneous complaints will also be addressed to assure the integrity of the Market and a farm's reputation.

### **Violations**

RVMS expects vendors to respond to the Event Manager when violations of RVMS policies are

brought to their attention. These violations may include, but are not limited to:

- Failing to comply with policy elements outlined in “Market Logistics”
- Not giving prior notification of a market absence
- Failing to display or supply farm information
- Unwillingness to use designated vendor spot

Vendors are expected to promptly respond to and mitigate any such violations.

### **Three Strike Policy**

Violations of RVMS policies will lead to the following penalties:

1. A written warning by email or hard copy issued by the Event Manager for a first violation.
2. Removal from their next scheduled attendance at the FM without refund for a second violation
3. If an issue occurs a third time, the vendor’s permit to operate at the FM will be suspended or may be withdrawn for the remainder of the season. A partial refund may be issued at the discretion of the Event Manager and Executive Director depending on how many days the vendor will no longer be allowed to attend.

### *Information for Farms*

#### **Section 1. Cooperating Sales System**

No more than 1/3 (33%) of all produce from a participating farm on any market day can be from a supply farm. In conjunction with this limit a maximum of 3 (three) supply farms may be utilized by the participating farm during a single season. A single item/product, identified in the pre-season application, may be from a 4th(fourth) supply farm.

If you sell produce from a neighbor’s farm (e.g., apples from XY Orchard) the product must be grown or produced on that farm and clearly labeled at your stand by opening of Market. Farmers must supply in their pre-season application a complete list of grown and supplied products. Applications must include a field diagram showing each individual item, its specific location, and the area allocated for the specific item by number of rows, length, and width of row, or by square footage of the produce item area. Each application must be signed by the participating farmer. An identical signed application must be completed by the supply farmer for supply products to be approved.

#### **Section 2: Product and Farm Inspections:**

The Event Manager, Executive Director, or members of the RVMS Event Committee as part of the Policy Sub-committee reserves the right to conduct a product inspection in verification of the farmers product list (supplied in the application and on a monthly basis) at the RVMS FM on a monthly basis.

Farm inspections verify the grown and produced source of any products offered for sale at RVMS FM when a rule violation is suspected. Product inspections are made for cause.

Any farm that requires a farm inspection for source of product will receive written notice by email and text of the inspection, including, but not limited to, the cause of the inspection, the timing of the inspection, and the RVMS FM expectations of the farmer prior to, and during, that inspection, including, if required, the turning over of seed, fertilizer, and supply product purchase receipts and planting plans. The product inspection will require a minimum of two (2) hours of uninterrupted time, including the presence of the farmer (or designee with full knowledge of the farm) for the entire time of the inspection, in full daylight, and RFM will conduct the inspection within SEVENTY-TWO (72) hours after written notice is provided.

#### **Section 3: Appeals**

A farmer may appeal a penalty by submitting a formal letter to the RVMS Event Manager. The Event Manager will review evidence and arguments from the Farmer and Policy Sub-committee, and come to a decision to uphold or overturn the penalty. The RVMS Event Committee will exclude members of the Policy Sub-Committee during the decision making process to maintain objectivity.

## *Appendix*

### **Mission Statement**

The mission of Roslindale Village Main Street (RVMS) is to promote Roslindale Village as an appealing destination and the dynamic center of our community. As a nonprofit organization, we bring together local volunteers, businesses and public agencies to strengthen the Village's economic vitality, physical appearance and unique local character.

The Roslindale Village Main Street Farmers Market (RVMS FM) formed to celebrate our locale and region by providing a unique gathering place for our residents to access healthy and affordable foods grown by local farmers, alongside local prepared foods, crafts, music and programs provided by Roslindale entrepreneurs, entertainers and educators. We work side by side with vendors and farmers to promote and encourage environmentally sustainable practices and a spirit of "having a small footprint" through use of and maintenance of the market and its green space.

### **Market Oversight**

Overall management of RVMS and RVMS FM is provided by the Roslindale Village Main Street Board of Directors, which is composed of up to 21 volunteer members. The full-time RVMS Executive Director provides day-to-day management of RVMS and oversees the Event Manager. Together they qualify vendors and direct the operations of the RVMS FM.

The permit issued by the RVMS FM based upon the material representation in a vendor's application constitutes agreement to abide by the rules established by this vendor policy. Additionally, RVMS reserves the right to prohibit the sale of any products that could be considered harmful or illegal under Massachusetts or Federal law.

RVMS is not a regulatory organization. RVMS is interested in facilitating this system as it relates specifically to operating a fair, appropriate, and successful farmers market. While it is not the primary goal of RVMS to take enforcement action, RVMS is prepared to enforce the policy established and adopted by RVMS. This policy is enforced by the Event Manager with assistance by the Policy Sub-committee of the Farmers Market Committee, Market Lead, and Executive Director.

### **Hold Harmless and Indemnification Agreement**

The undersigned party and its directors, employees, officers, agents, or volunteers (collectively "Vendor") agrees to defend, indemnify and hold harmless Roslindale Village Main Streets, Inc., its directors, employees, officers, agents, or volunteers, etc., from and against all liability, claims, and demands, on account of injury, loss, damage, or expense, including defense costs, court costs and attorney fees, which arise out of or are in any manner connected with this Agreement, if such injury, loss, damage, or expense is caused or is claimed to be caused in whole or in part by the act, omission, error, professional error, mistake, negligence, or willful act of the Vendor or of any sub-Vendor of the Vendor. The Vendor agrees to investigate, handle, respond to, and provide defense for and defend against, any such liability, claims, and demands at the sole expense of the Vendor, or at the option of Roslindale Village Main Streets, Inc. and agrees to pay to or reimburse Roslindale Village Main Streets, Inc., its directors, employees, etc. for the defense costs incurred by Roslindale Village Main Streets, Inc. its directors, employees, officers, agents, or volunteers, etc. in connection with any such liability claims, or demands. In the event of litigation, arbitration and/or mediation, Roslindale Village Main Streets, Inc. has the right to have separate legal

counsel of its choosing, upon request, the reasonable cost of which is to be paid by Vendor. The obligations of this Section shall not extend to any injury, loss, damage or expense that is caused by the willful misconduct of Roslindale Village Main Streets, Inc., or its directors, employees, etc. or its officers, employees, agents, or volunteers.

**Arbitration/Litigation**

Any controversy or claim arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association or such other rules as may be agreed to by the parties. The arbitration shall be conducted in a location mutually agreed to by the parties. If the parties fail to agree on the location of the arbitration within thirty (30) days after either party requests arbitration, the arbitration shall be conducted in the city where Roslindale Village Main Streets, Inc. is located; provided that either party shall be entitled to participate in such arbitration by video conference or teleconference. The substantially prevailing party in any arbitration under this Agreement shall be entitled to recover from the other as part of the arbitration award reasonable costs and attorney's fees. Any arbitration award may be enforced by a court of competent jurisdiction in accordance with applicable law. In the event that legal action to enforce the arbitration award is necessary, the substantially prevailing party shall be entitled to recover its reasonable costs and attorney's fees in such action or any appeals.





