



# Westfield Farmers Market

## Market Rules and Regulations

### **Welcome prospective and returning Westfield Farmers Market Vendors!**

Whether you've been with Westfield Farmers Market (WFM) since the beginning, or are joining us for the first time, we are happy you're here. As a valued WFM vendor, you and your staff are responsible for following all applicable market policies, as well as regulations and policies set by applicable local and state agencies that are not included in this document.

Following the rules helps keep Westfield Farmers Market a welcoming and viable community resource. If you have questions about any of the information in this document, please submit them to [farmersmarketwestfield@gmail.com](mailto:farmersmarketwestfield@gmail.com). Throughout the year, we may update this document to ensure our policies are clear and fair.

This document aims to support a safe, fun, and sustainable Market with policies that lead to the success of all our vendors. Please share this document with your staff, so they can refer to it as questions arise.

Thank you,

***The Westfield Farmers Market Management Team***

### **Important Dates:**

**2025 Season:** Every Thursday 12pm - 5pm, June 5 to October 16

**February 19 :** Priority deadline for Vendor applications.

### **Becoming a Vendor**

**Read this document** before applying. By submitting your application, you are agreeing to follow all WFM Vendor Policies.

**Complete & submit a vendor application** online through ConventionForce along with all required documentation. Incomplete applications will not be considered until all documentation is received. WFM receives more applications than available space and acceptance is not

guaranteed. The Market Management Team considers several factors before making a decision, including but not limited to:

- **Overall needs of the market and product diversity:** Vendors who sell local products that would make the Market more useful to the community and expand the variety of products available at the Market.
- **Alignment with WFM's mission:** Vendors whose participation in WFM would help further the Market's mission of supporting our regional agricultural economy and providing our community members with equitable access to nutritious locally grown food.
- **A demonstrated commitment to WFM Policies** (applies to returning Vendors)

WFM reserves the right to accept or refuse any business or product.

## Vendor Categories

**Farmer:** Fruits and vegetables, herbs, seedlings, dairy, eggs, meat, honey and maple syrup grown by their business

**Food producer (value-added):** Bread, baked goods, jams and jellies, canned salsa, sauces, soups, meat jerky, or processed goods resulting from animals raised by their business. Must be produced locally and contain at least one locally grown product.

**Ready to eat foods:** Prepared foods that are ready to eat on the premises or to take home.

**Crafter/Artisan:** Crafts and works of art created by hand. Preference will be given to applicants who use locally produced materials and/or use repurposed/upcycled and sustainably obtained materials.

**Nonprofit/Community Organization:** Distribute information for the public good and may not promote a political agenda.

Franchises independent consultant businesses cannot participate at WFM.

## Products Allowed For Sale

Products allowed for sale at WFM include but are not limited to: fresh vegetables and fruit, herbs, plants, flowers, honey, maple syrup, meat and poultry products, cheese, eggs, prepared food or drinks, local wine, local craft beer, and handmade non food items.

## Products Not Allowed For Sale

- Any product containing THC.
- Unpasteurized or raw dairy products.

## Licensing and Regulations

All Vendors must comply with current city, state, and federal laws governing their businesses. It is the Vendor's responsibility to know the laws applicable to their business and products.

All farm products sold at the Market must be produced by vendors on their farm in Berkshire, Franklin, Hampden, or Hampshire counties in Massachusetts. The Massachusetts Department of Public Health Food Protection Program (FPP)'s interpretation of farm products currently includes:

- Fresh produce (fresh, uncut, fruits and vegetables)
- Unprocessed honey (raw honey as defined by the National Honey Board: as it exists in the beehive or as obtained by extraction, settling, or straining without added heat)
- Maple syrup
- Farm fresh eggs (must be stored and maintained at 45°F / 7.2°C)

Any vendor selling food products other than raw, unprocessed fruits and vegetables, such as value added food products and ready to eat foods, must submit a separate application to the Westfield Health Department at [ned.saviski@cityofwestfield.org](mailto:ned.saviski@cityofwestfield.org).

Processed foods sold at the Market must be manufactured in a licensed food processing facility, a licensed commercial kitchen, or a licensed residential kitchen. Copies of residential permits, retail food establishment permits, or food manufacturing licenses where food was prepared should be submitted to the Westfield Health Department along with the vendor's application and must be submitted to the Market Management Team upon request.

If you have submitted an application to the Westfield Health Department, in most cases, the Health Department will deliver your permit to the Market Manager.

All Vendors using a scale must have it sealed by a Sealer of Weights and Measures prior to the beginning of the Market.

A farmer at the Market may sell products supplied by another local farmer who has grown and produced the products themselves only if there is not a farmer already selling the same product at the market. **Produce that is not grown by the vendor must be clearly labeled, identifying the source and may only be sold by permission of the Market Management Team.**

## Insurance

- All vendors are responsible for carrying their own personal and product liability insurance of \$1,000,000, and for providing a copy of the Certificate of Insurance naming the Episcopal Church of the Atonement as "Additional Insured" with their application. Westfield Farmers Market and Episcopal Church of the Atonement are not responsible for any loss or damage incurred by vendors.

## Farm Visit

- The Market Management Team reserves the right to visit a vendor's farm to insure that products are grown in accordance with acceptable practices.

## **Fee Schedule/Payment.**

**Full Time Vendor:** The season fee is \$400 calculated on \$20 per market for 20 weeks and assumes a standard sized 10x10 space.,

**Part Time Vendor:** attend throughout the season on a regular, agreed upon schedule. \$20 per market

**Pop Up Vendor:** A fee of \$40 will be charged for vendors who want to try out the Market or occasional vendors whose products are seasonal. Should the vendor choose to continue as a full-time or part-time vendor for the remainder of the season, \$20/week of the \$40/week already paid will be applied toward the participation fee.

**Nonprofit/Community Organization:** are exempt from weekly fees except for Nonprofit Organizations selling items to raise funds for their organization; that fee will be \$15 per week.

Vendors who require additional space will be charged an additional fee at the same rates as above, per additional 10x10 space required.

**Payments to the Market:** May be made online through the ConventionForce portal.

**Vendor Reimbursement:** WFM uses several kinds of Market currencies in the forms of tokens and scrip. All vendors may accept WFM credit card tokens and WFM gift certificates. WFM SNAP tokens, HIP slips, & WFM POP Bucks may only be accepted for eligible products. WIC and/or Senior Farmers Market Nutrition Program (FMNP) Coupons may only be accepted by Massachusetts Department of Agricultural Resources (MDAR) certified vendors. Vendors who wish to apply for MDAR certification should visit:  
<https://www.mass.gov/farmers-market-nutrition-program>

Vendors are responsible for verifying that any tokens accepted as payment are issued by Westfield Farmers Market. Many farmers markets in the area have their own market currencies. Market currencies are valid only at the market named on the currency. Vendors will not be reimbursed for mistakenly redeemed currency (i.e., currency for other markets, currency accepted for ineligible items). Refer to the Market Currency document that you will receive on Opening Day or the first market that you attend this season.

Vendors will be reimbursed at the end of each Market day by check after redeeming all market currencies (tokens & scrip) at the Market table.

A Vendor that accept SNAP tokens or FMNP Coupons or processes HIP slips for ineligible items or a Vendor that accepts FMNP Coupons without being certified by MDAR is subject to the following penalties:

1st offense - suspension from the vendor's next scheduled Market with no refund of fees

2nd offense - termination from the Market with no refund of fees

These penalties are separate from any additional penalties/fines that may be levied by the Commonwealth of Massachusetts and/or MDAR.

All market currencies - SNAP, credit card, gift certificate and POP Bucks - must be redeemed no later than October 16, 2025.

## **Attendance Policy**

Once scheduled, vendors must attend and pay for all scheduled Market days. Exceptions may be made on a case-by-case basis for seasonal delays for farmers.

- Vendor cancellations of Market dates due to health, business failure, or other extraordinary circumstances will be taken into consideration regarding any fees due.
- Vendors who must cancel a Market date must notify WFM at least 48 hours in advance by emailing the Market Manager [farmersmarketwestfield@gmail.com](mailto:farmersmarketwestfield@gmail.com)
- Vendors are allowed two excused absences per Market season, after which they will not receive refunds for non-excused absences.
- Delays due to crop availability will be excused without penalty at WFM's discretion.
- More than three cancellations, or repeat cancellations without 48 hours notice, or failure to notify WFM of cancellation ("no show") may jeopardize a Vendor's standing as a Market participant, up to and including suspension or termination from the Market.

## **Vendor Conduct**

This section highlights WFM Market policies that have been designed to create a safe and enjoyable environment for vendors and the public. It is not intended to be a complete list but highlights the policies most relevant to the vendors and to on-site issues.

### **Non Discrimination Policy**

- No Vendors shall refuse to allow the purchase of any produce, goods, or participation based on race, religion, color, creed, gender, political affiliation, sexual orientation, national origin, sex, age, marital status, gender identity, height, weight, or mental or physical ability. Violation of anti-discrimination laws, or behavior deemed to violate such laws, may result in eviction from the Market with no refund of fees paid.

### **No Obscene or Threatening Language or Signage**

- The use of any obscene or threatening language or display of any obscene or threatening signage, including hate symbols (e.g., confederate flags, swastikas, etc.) by staff or vendors while participating in the Market is prohibited. Vendors are expected to cover or remove any hate symbol or display of any obscene or threatening signage from their person or vehicle while in the Market space on Market day.

### **Courtesy and Customer Service**

- While at the Market, vendors are expected to always conduct themselves professionally, behaving courteously toward Market volunteers, customers, and other vendors, as well as our neighbors.

- Vendors are not permitted to play radios or use other sound-generating electronics during Market hours.

### **Fair Marketing Practices**

- Vendors are discouraged from giving away produce or other items for free or at below-cost pricing. This does not include sampling.
- Vendors are expected to be open for business for the entire 5 hours of the Market. Once the Market access is sealed off to provide a single entrance and exit, vendors may not leave, except in an emergency.
- Vendors may not sell to customers before the Market opens at 12:00 noon

### **Signage**

- All items for sale must be clearly marked with the retail price or prices must be posted on an easily visible large sign or board that is displayed at all times.
- Vendors participating in the SNAP, HIP, and WIC and Senior FMNP programs must clearly display signage that indicates their participation in those programs.

### **Unloading, Loading, and Vehicle Safety**

- Unloading/loading times are from 10:30 AM to 11:30 AM and after 5:00 PM when the Market has closed. Vendors will enter the Market from the church parking lot and exit onto Court St. Alternatively, vendors may park in a single line facing in the direction of traffic on the Court St. tree belt to load and unload only.
- Vendors should park their vehicles in the rear of the Berkshire Bank parking lot, or the Central St. city lot behind the police station, or the City Hall parking lot before setting up their displays.
- Vendors may not park in the church parking lot; it is reserved for Market customers.
- There is no driving or parking on the Court St. sidewalk. The sidewalk is inspected before and after each market and any vendor who damages the sidewalk will be liable for the cost of repairs.
- Maximum speed within the market is 5 miles per hour.

### **Space Assignment and Appearance**

- The Market will assign vendor spaces. The map of space assignments can be found in the ConventionForce portal. Staff are available at the Market Tent beginning at 10:30 to answer any questions.
- Each vendor is responsible for setting up, packaging, and displaying their products, as well as providing protection for the products from the elements.
- Each vendor must leave their assigned space in clean condition upon Market closing.
- Vendors must supply their own tent or canopy, weights, tables, and chairs. Canopies, tents, and umbrellas must be anchored securely, no matter the predicted, perceived, or actual weather. The market requires a minimum of 20 pounds of weight per leg.

- Vendors are responsible for ensuring that booth set-up, equipment, back-stock and all products do not pose safety hazards to anyone on premises.

## **Trash Removal and Recycling**

- Vendors are to dispose of trash and non-recyclable debris in the dumpster located in the back of the church parking lot.
- Vendors are to bring their recycling to the recycling bin in the back of the church parking lot.
- Vendors may not leave any debris or unsold product for Market Volunteers to clean up.
- The market has carts available for vendor use when removing large loads of trash or recycling.

## **No Smoking/Vaping/Tobacco**

- No one is permitted to smoke, vape, or use any tobacco products within the Market grounds at any time.

## **Electricity**

- Any electrical equipment and/or generators must be pre-approved by Westfield Farmers Market.
- Access to electricity is not guaranteed and is provided at WFM's discretion. Vendors approved to use electrical power are responsible for providing their own outdoor extension cords and mats to cover all portions of the cord.

## **No Pets Policy**

Pets are not permitted within vendor booths or on Market grounds on Market day between the hours of 10:00 am and 5:30 pm. The Market reserves the right to permit small farm animals for educational purposes on a case-by-case basis.

Service animals are welcome at Westfield Farmers Market. A printed copy of ADA Requirements: Service Animals is available at the Market Tent.

<https://www.ada.gov/resources/service-animals-2010-requirements/>

## **Weather & Safety Related Market Cancellations**

Westfield Farmers Market is an open-air event, and our policy is not to close the market unless we determine that it will be hazardous for attendees. In the event of severe or inclement weather, the decision to close the market will be made by the Market Manager no later than 9:00 am on the day of the market. Notification of closure is sent by group text to the vendors and posted on the Market's Facebook and Instagram pages and website.

If inclement weather develops during a Market day, the Management Team will determine whether and when to close early and will notify all vendors and customers immediately.

## Marketing Services

Westfield Farmers Market promotes the Market and our vendors through website, newsletter, and social media accounts (Facebook and Instagram) alerting customers about market times, new crops, seasonal items and special events, and showcasing the farmers, food producers, and artisans who bring their products to our markets. Newsletter submissions are due no later than 5pm on the Friday before publication (the newsletter is published every Tuesday during the market season) and should be emailed to: [farmersmarketwestfield@gmail.com](mailto:farmersmarketwestfield@gmail.com)

Website: [www.farmersmarketwestfield.org](http://www.farmersmarketwestfield.org)

Facebook: @Westfield-Farmers-Market

Instagram: @westfieldfarmersmarket

## Rule Enforcement & Penalties

The Market Management Team is charged with the responsibility of interpreting and enforcing these rules and maintaining order at the Market. If an issue cannot be resolved using the processes below, the Market Manager has the authority to make the ultimate decision.

### Rule violations will be addressed according to the following schedule:

- **First Violation:** The Market Manager will issue and document a written warning.
- **Second Violation:** The Market Manager will issue a second written warning. A second violation may result in suspension from Market participation.
- **Third Violation:** A third violation will result in loss of vending access and participation at WFM for the remainder of the season, or possible permanent expulsion from WFM.

**Fines:** The following rule violations will result in a fine. Fines must be paid prior to a Vendor's next Market day.

- **Trash and Recycling Policies** (*ie. dumping trash in customer bins, leaving trash and/or food waste or unsold product at your space at the end of the day*): If a Vendor does not clean up their space or is found to have disposed of trash and recycling in the customer bins, they will be charged a minimum fee of \$5 per incident. If Market Volunteers spend more than 5 minutes cleaning up the area and/or emptying bins, an additional \$10 fee will be added for every subsequent 5-minute interval. This is to help ensure that everyone who uses the area is able to enjoy a clean and safe environment.



**Immediate Ejection From the Market**

If any Vendor or person violates these Policies or creates a disturbance which interferes with the operation of the Market, the safety of any Market participants, or the Vendors' ability to conduct business, the Market Manager may order such person or persons from the premises. Any person who remains after being ordered to leave will be considered to be trespassing. Any Vendor who is ordered to leave and does not do so will be immediately excluded from further participation at WFM. Participation fees will not be refunded.

Any violation of the above rules and regulations may subject the violator to denial of future participation in the Market, forfeiture of fees, and assessment of costs to reimburse the Church for any damages.