



Klem's Farmer's Market 2018

Season Start: Saturday, June 9th through Saturday, October 20th

Time and Dates: The market will be held every Saturday (rain or shine) from 10:00 am until 2:00 pm. The market will run from June 9th through October 20th. Set up: 9:00 am; Breakdown 2:00 pm.

There will be NO Farmer's market on July 21st due to our Dock Dogs event running in the field. Farmer's Market Vendor setup is possible on July 20, 21 & 22, during our Dock Dogs event, but a separate application must be filled out and regular vendor fees for that event will be collected.

Processing & Vendor Fees:

- In order to try to continue growing the market, there will be no fees again for 2018

Space: 10ft. X 10ft. spot

What Klem's will provide:

- An area to park your vehicle
- Klem's does regular advertising in a custom flyer, bag stuffers to all customers, website, and e-mail blasts to over 10,000 customers.
- Signs put on Rt. 9 in front of Klem's store on the day of the market advertising that there is a farmer's market
- Information on Farmer's market on Klem's website with links to vendors' websites.
- Saturday is typically Klem's busiest day of the week. So the location will get lots of potential customers and RT 9 has lots of traffic. The signs will also draw people in. Normal Saturday traffic at Klem's is over 1,000 customers.

What you will provide:

- One 10 X 10 ft. tent – unless of course you don't mind sitting in the open sun/ rain for 4 hours.
- Table(s) and other furnishings for your display and selling area
- Set-up and breakdown of your area each market day including clean-up
- Signage for your business and products
- Board of Health certificate for any processed / baked foods (Local)
- Sealed Scale (if necessary)
- List of produce or products you plan on selling. (see application)
- For vendors with processed / baked foods you will be responsible for obtaining permits for operations and sales and give copies to Market Manager with application (Spencer BOH charge \$35)

- Products or Produce that was grown, hand-made or produced by you, the vendor. **This is a PRODUCER ONLY market. NO EXCEPTIONS!**
- If you plan on only attending a few market days throughout the season, please list all dates on application so Market Manager can plan accordingly.
- See attached Rules / Policies of Klem's Farmers Market

RULES / Policies of Klem's Farmer's Market

1. The market will open June 9th, 2018 and will close on October 20th, 2018. The location will be in the field next to Klem's in Spencer.
2. The hours of operation will be from 10:00 am until 2:00 pm. Vendors must arrive early to be ready to start at 10:00am. The market manager may be on site at 9 am.
3. There will be NO SELLING prior to the market opening at 10:00 am to insure proper set up for all vendors.
4. The market manager reserves the right to take on new vendors throughout the season to assure our customers an array of products from the start of the season thru the end.
5. The Klem's Farmers Market is a **PRODUCER ONLY** market. All items sold at the market must be grown, hand-made or produced by the vendor. **NO EXCEPTIONS!!!**
6. All necessary licenses and permits are the vendor's responsibility to obtain. Anyone selling baked goods or processed foods must provide the market manager with a copy of such permits accompanying payment and application. These permits include but aren't limited to – local BOH certificates from the vendor, copy of your state licensed kitchen certificate.
7. You may not advertise yourself as "organic" unless you are certified. Your organic certification must be provided with your application.
8. The use of household scales will not be permitted. Any scale used will have a seal by an Official City or State inspector.
9. PARKING: You can park ONE vehicle behind your booth during the farmer's market.
10. ELECTRICITY: There will be no electricity available. If you have a refrigerated or frozen product you must provide your own refrigeration following the MA state BOH rules on mechanical refrigeration.
11. A vendor may not leave early. Please plan accordingly and bring plenty of inventory. There is a safety issue with people trying to drive off the field when there are customers.
12. If a vendor cannot make the market for any reason, please call John Bettencourt (market manager) the night before so we can make adjustments to the set up. (508-450-6158)
13. Any violations as determined by the market manager or manager of Klem's shall subject the violator to the removal from the market.

Klem's Farmers Market Application

Fill in all sections and mail to: Klem's Farmers Market Manager, 117 West Main Street, Spencer, MA 01562

This completed application is not a guarantee of participation.

Applications are not complete unless and until all required documents are received by Klem's market manager.

NAME OF BUSINESS: _____ PHONE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

EMAIL ADDRESS: _____

Do you wish to have your website linked to Klem's? YES: _____ NO: _____

WEBSITE: _____

NAME OF MARKET LOCATION: Klem's in Spencer

MARKET MANAGER: John Bettencourt **PHONE:** 508-885-2708 ext.109 or 508-450-6158

ADDRESS: Klem's Farmers Market Intersection of Route 9 & Route 49, 117 West Main St, Spencer, MA 01562

1. **List business address(es):**

All locations used for production of goods offered at Klem's Farmers Market must be listed, included owner name, complete address (P.O. boxes are not acceptable).

Name of Owner	Location of production (i.e. farm, commercial kitchen etc.)

2. **List the items you plan on selling at the market. This includes but not limited to veggies, fruit, craft items, baked goods (pies, brownies, cookies) - listed individually. If more space is needed go on back of this page.**

Items you plan on selling continued....

3. Please check if you plan on attending the market every week: _____ or
 Please list all dates you plan on attending the market: _____

4. **Agreement and Understanding of Application:**

A. INFORMATION PROVIDED:

With regard to this application, I certify that all information provided is true to the best of my knowledge and belief. I understand that I am responsible for updating the information provided as necessary, and supplying any pending information in a timely manner. I understand that my participation in the market is contingent on my acceptance of Klem’s Farmers Market Specific Rules and Policies (copy attached), hereinafter “RULES”, of the market.

B. MANAGEMENT:

With regard to the management of the farmers’ market, I understand that the Market Manager is the official representative of the Klem’s Market, and that under the provisions of MA General Laws, Chapter 40, and the Market Manager is authorized to enforce RULES and any items addressed within the RULES. I further understand that the Market Manager of Klem’s Farmers Market operates under the supervision and direction of Klem’s management.

C. FARM INSPECTIONS AND PRODUCT INSPECTIONS:

With regard to farm inspections, and product inspections, I agree that in the event that a grievance is filed against me by a vendor or Market Manager, or the Klem’s management chooses to make an inspection, that I will adhere to all of the terms and conditions provided in RULES in regards to those inspections. I further agree that I will make myself personally available to, and make my business accessible in its entirety for Staff of Klem’s and / or their designees to do appropriate inspections. I agree that I will arrange to be available WITH NO DISTRACTIONS for a minimum of ONE (1) hour and in full daylight. I understand that if I show an unwillingness to abide by these terms at any time during the inspection process, my actions will result in determination of GUILTY and I will be subject to the appropriate penalties prescribed in RULES.

D. INDEMNIFICATION:

I hereby agree that I will indemnify and hold harmless Klem’s, the members of their Board of Directors, and all agents and/or employees as well as the Market Manager from any and all claims, demands, actions, suits, proceedings, liabilities, damages, losses, judgments, and expenses (including reasonable attorney’s fees and costs) arising or allegedly arising from my acts, omissions, or other conduct, or arising from my breach of any waiver identified in Paragraph G below. I understand that this means that I will be responsible for reimbursing the above organization and individuals for any judgment against, them, any settlement made by them in good faith, and any reasonable attorney’s fees and costs

incurred by them in defending or settling any claim against them that arises, or allegedly arises, as the result of my negligent or intentional conduct.

E. WAIVER AND RELEASE OF CLAIMS:

By submitting this application, I hereby agree to comply with the RULES in all respects. I further agree to abide by the decisions of Klem's, its officers, directors, agents, market manager and / or employees regarding the interpretation and enforcement of any provision of the Rules. I understand that, in consideration for processing my application, I waive any and all rights to pursue any civil or criminal process against the Indemnified and Released Parties as relates to any decisions and / or action taken in interpreting or enforcing the RULES by Klem's, its officers, directors, agents, market manager, and / or employees. I specifically understand that I have no legal or equitable right to participate as a vendor in the Klem's Farmers Market, and that Klem's and the market manager will select or reject, and / or retain or dismiss, vendors in its sole and absolute discretion. I further expressly covenant not to sue and agree to release, waive, and discharge the Indemnified and Released Parties from all claims, demands, actions, suits, proceedings, liabilities, damages, losses, judgments, and expenses (including reasonable attorney's fees and costs) that I may suffer, directly or indirectly, due to, arising out of, or in connection with my own participation or conduct (negligent or otherwise) in the Klem's Market or the conduct (negligent or otherwise) of any other person at the Klem's Market including, without limitation, the negligent conduct of the Indemnified and Released Parties. THIS RELEASE APPLIES TO ALL ACTS OF THE INDEMNIFIED AND RELEASED PARTIES, INCLUDING FUTURE ACTS OF NEGLIGENCE AND / OR FAULT OF THE INDEMNIFIED AND RELEASED PARTIES. THE INDEMNIFIED AND RELEASED PARTIES SHALL NOT BE LIABLE FOR ANY OF THEIR ACTS OF NEGLIGENCE AND / OR FAULT INCLUDING FUTURE ACTS OF NEGLIGENCE AND / OR FAULT TO THE EXTENT AS PERMITTED BY MASSACHUSETTS LAW. I have had the opportunity to consult with an attorney before executing this application, whether or not I have chosen to do so. I understand that by submitting this application, I am waiving legal rights that I may have described above, and I do so voluntarily.

F. NO WAIVER OR RIGHTS:

No failure or delay on the part of any of the Indemnified and Released Parties to exercise any right, remedy, power, or privilege here under nor course of dealing between the parties shall operate as a waiver thereof, or of the exercise of any other right, remedy, power or privilege. No term of this application shall be deemed waived, and no breach consented to, unless such waiver or consent shall be in writing and signed by the party claimed to have so waived or consented. No waiver of any rights or consent to any breaches shall constitute a waiver of any other rights or consent to any other breach.

G. SEVERANCE:

If any provision of the RULES on this application is at any time deemed to be void or unenforceable by a court of competent jurisdiction, the remaining provisions shall not thereby be affected.

H. ACCEPTANCE OF APPLICATION:

I understand that my application will NOT be considered without my submission of a complete application and my signature below acknowledging that I have read and agree to the terms of this application of five (5) pages and RULES.

Signed on this ____ day of _____ 2018.

Applicants Signature: _____.