



## BOSTON PUBLIC MARKET AT DEWEY SQUARE FARMERS MARKET 2023 APPLICATION

MARKET INFORMATION	Boston Public Market at Dewey Square
<b>Location</b>	Dewey Square Plaza (across from South Station in Boston)
<b>Start Date</b>	Tuesday, June 6 <sup>th</sup> , 2023
<b>End Date</b>	Tuesday, November 21 <sup>st</sup> , 2023 (25 days)*
<b>Hours of Operation</b>	Tuesdays 11:00am - 4:00pm
<b>Set-Up and Break-Down Times</b>	Set-up: 9:30am – 11:00am Break-down: 4:00pm - 6:00pm
<b>Market Fees</b>	\$32.40/day per 10x10 space \$50.40/day per 10x20 space (farms only)
<b>Discounts</b>	10% off market fees if full season payment is received by March 31st. (Not available for once-a-month vendors)
<b>Sign-Up Options</b>	Full season (25 weeks) Half season (First 12 weeks or second 12 weeks or every other week) Once a month (6 weeks)

\*Subject to slight modification

### **2023 Application Timeline:**

Applications are considered on a rolling basis; however, final deadline for application submissions is Friday, March 31<sup>st</sup>. Due to space, we have limited numbers of vendors we can accept per product category, so it is recommended that you submit your application as soon as possible.

- Friday, March 31<sup>st</sup>      - completed applications due to BPMA
- Friday, April 7<sup>th</sup>      - vendors will be notified of acceptance
- Friday, April 28<sup>th</sup>     - acceptance agreement and insurance paperwork due to BPMA

### **2023 Checklist:**

- \_ Completed and signed **Application (page 2)**
- \_ Initialed **BPMA Farmers Market Policy (pages 7-11)**
- \_ Completed and signed **Product List (page 12)**
- \_ **Certificate of liability insurance** for your farm/business **naming the following entities as additional named insured:** (Due April 28<sup>th</sup>)
  - o Boston Public Market Association, 100 Hanover St., Boston, MA 02108
  - o Rose Fitzgerald Kennedy Greenway Conservancy, 185 Kneeland Street, 2nd Floor, Boston, MA 02111
  - o City of Boston, One City Hall Square, Boston, MA 02201
  - o Massachusetts Department of Transportation, 10 Park Plaza, Suite 3170, Boston, MA 02116

#### Requirements:

- o General Liability: \$1,000,000/\$2,000,000 Bodily Injury & Property Damage
  - o Workers Compensation \$100,000 Per Disease/\$100,000 Per Accident/\$500,000 Policy Limit
  - o Automobile Liability: \$1,000,000

# VENDOR APPLICATION

Fill in all sections and mail to:  
**Boston Public Market Association**  
**PO Box 130457**  
**Boston, MA 02113**

**OR**

Email your application and  
 necessary attachments to:  
**gcassara@bostonpublicmarket.org**

**I. Business Information**

Business Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Physical Address (if different from above): \_\_\_\_\_

Best phone number to call: \_\_\_\_\_

Email Address: \_\_\_\_\_ Website: \_\_\_\_\_

Social Media: \_\_\_\_\_

Is your company a certified minority- or women-owned business?

Please check any/all that apply to your business:

- Women-owned
- Black-owned
- Asian-owned
- Indigenous-owned
- Hispanic/Latinx-owned
- Veteran-owned
- LGBTQIA-owned
- Other \_\_\_\_\_

Is your business registered to accept/are you planning to accept the following at the market?

	Yes	No	I'm interested but unsure how to go about this
SNAP			
HIP			
Farmers Market Coupons (WIC), Senior			

**2023 Market Fees:**

	Full-Season Vendor	Half-Season Vendor	Once-a-Month Vendor
One Space (10x10)	<b>\$810</b> or \$729 with 10% pay-in-full discount	<b>\$405</b> or \$365 with 10% pay-in-full discount	<b>\$195</b> (not eligible for pay-in-full discount)

Two Spaces (10x20) <i>(available to farms only)</i>	<b>\$1260</b> or \$1134 with 10% pay-in-full discount	<b>\$630</b> or \$567 with 10% pay-in-full discount	<b>\$302</b> (not eligible for pay-in-full discount)

**II. Market Preferences**

Please indicate the number of spaces you are applying for:

One space  Two spaces

Please indicate which commitment option you are applying for:

- Full season (25 weeks)
- Half season (First 12 weeks or second 12 weeks or every other week)
- Once a month (We will reach out to confirm a schedule)

**Do you need electricity? YES NO Do you need parking? YES NO**

**III. Payment Options (select one):**

- \_\_\_ Pay in full by March 31st and receive a 10% discount, if applicable
- \_\_\_ Pay 50% total by April 29<sup>th</sup>, pay remaining 50% by July 10<sup>th</sup> (invoices sent out in early April)

**IV. Acceptance and Acknowledgement:** By signing below, I acknowledge and accept the Vendor Application Agreement and BPMA Farmers Market Policy (pages 3-9) and agree to abide by them. I recognize that the failure to adhere to them may result in penalties, including termination from the Market.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 2023

Vendor's signature: \_\_\_\_\_

## VENDOR APPLICATION AGREEMENT

### V. Application for Participation in the Boston Public Market

PLEASE NOTE: THIS APPLICATION AND ACCEPTANCE RESPONSES AND ALL REQUIREMENTS AND DEADLINES CONTAINED THEREIN ARE PART OF BOSTON PUBLIC MARKET POLICY HEREINAFTER “POLICY”, WHICH CONSTITUTES THE SOLE AGREEMENT BETWEEN YOU AND BPMA RELATING TO YOUR PARTICIPATION AT BPMA MANAGED MARKETS.

Applications are reviewed on a rolling basis and acceptance to the market is at the discretion of BPMA. Acceptance to the market will be based on several factors including, but not limited to: variety of products available at market, completion of application, quality of product, and past relationship with BPMA. Vendors from previous years *are not* entitled to space at the 2023 markets, and must complete a new application.

### VI. Agreement and Understanding of Application:

This Vendor Agreement (the “Agreement”) governs participation at the 2023 Boston Public Market at Dewey Square (the “Market”) organized and operated by the Boston Public Market Association (“BPMA”). PLEASE NOTE: THIS DOCUMENT AND ALL ATTACHMENTS HERETO CONSTITUTE THE SOLE AGREEMENT BETWEEN YOU AND BPMA RELATING TO YOUR PARTICIPATION AT THE MARKET.

#### A. Eligibility for Market Participation:

I understand that I am required to submit a complete application to be eligible to potentially participate in the Market. With regard to my Market application, I certify that all information I have provided to the BPMA is true to the best of my knowledge and belief. I understand that I am responsible for supplying any pending information in a timely manner, and promptly updating all information provided as necessary. I further understand that I must return my signed Application Agreement, BPMA Farmers Market Policy and pay the required deposit to BPMA to be potentially eligible to participate in the Market.

#### B. Compliance with Policy:

I understand that my participation in the Market is contingent on my acceptance and compliance with the BPMA’s Farmers Market Policy (the “Policy”) (pg 6) applicable to Market operations. **I have read and understand the Vendor Application Agreement and BPMA Farmers Market Policy in their entirety, and I understand that, if I do not abide by the provisions of these documents, I will be subject to their terms and penalties, which include my potentially being terminated as a Market vendor.** By signing this Agreement, I hereby agree to comply with the Policy in all respects. I further agree to abide by the decisions of BPMA, and its officers, directors, agents, and/or employees, regarding the interpretation and enforcement of any provision of the Policy.

#### C. Market Management:

With regard to the management of the Market, I understand that the Market Manager is the official representative of the BPMA and is authorized to supervise Market operations and enforce the Policy. I further understand that the Market Manager operates under the supervision and direction of the BPMA.

#### D. Payment of Market Fees:

With regard to payments other than deposits, I understand that I am responsible for making payments on or before the schedule prescribed in the Policy’s General Payment Schedule. I understand that in the event payments are not made according to the Policy, I will not be allowed to attend the Market until such payments are made. I further understand that in the case of payments by check, payments are considered pending until the transfer of funds is verified, and that if my check does not clear I will pay an additional THIRTY DOLLARS (\$30.00) to cover bank fees and additional administrative time. Payment of market fees must be postmarked or

hand-delivered to the Market Manager by the due date. Any vendor with a balance due after due dates will not participate in the market until payment or alternate payment arrangements are made.

Vendors are expected to participate in all Market days committed to at the start of the season and must do no damage to the location. If an emergency arises that would cause you to miss a Market day please communicate with the BPMA team ASAP. BPMA will decide on a case-by-case basis if an emergency qualifies as an excused absence. Weather, conflict with other markets or events, and holidays do not qualify as excused absences.

I understand that in the event I terminate my agreement to attend the Dewey Square Farmers Market or am asked to leave the Dewey Square Farmers Market, I **will not** be offered a refund of any portion of my payment.

E. License Only:

I understand that my use or occupancy of space granted in connection with Market participation shall constitute a license and not a sublease or a lease. I hereby acknowledge that I will possess no rights as a tenant of any such space. Any such license shall not be deemed to be or construed as a month-to-month tenancy, or any other tenancy, and shall be terminable at will by BPMA. I agree to waive any and all notices that would otherwise be required for a landlord to give a tenant to terminate any tenancy.

F. Inherent Risks of Market Participation:

I understand that the BPMA is a not-for-profit enterprise seeking to bring together potential vendors and members of the public to promote the sale of local and regional food products. I understand that there are inherent risks associated with participating in a farmers' market and selling to the public, including but not limited to injuries taking place during the setup, operation, and breakdown of a day's Market, as well as those arising out of the acts of other vendors and members of the public. For and in consideration of the benefits to me of applying for and possibly participating in the BPMA Market, I individually, and on behalf of my heirs and personal representatives, hereby approve and accept the following provisions concerning indemnification and the release, waiver, and discharge of potential claims and related rights.

G. Indemnification:

I hereby agree that I will indemnify and hold harmless the BPMA and the members of its Board of Directors, and all officers, shareholders, partners, licensees, agents, and/or employees thereof (collectively, the "Indemnified and Released Parties") 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 or due to (in whole or in part) my acts, omissions, or other conduct, or arising from or due to (in whole or in part) my breach of any waiver, release, or discharge identified 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, or is due to (in whole or in part), my conduct.

H. Release, Waiver, and Discharge of Claims:

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 Policy by BPMA, its officers, directors, agents and/or employees. I specifically understand that I have no legal or equitable right to participate as a vendor in the BPMA Market, and that BPMA will select or reject, and/or retain or dismiss, vendors in its sole and absolute discretion. Except to the extent prohibited by law, I further expressly covenant not to sue and agree to release, waive, and discharge the Indemnified and Released Parties from all damages, claims, demands, actions, suits, proceedings, liabilities, losses, judgments, and expenses (including reasonable attorney's fees and costs and all direct, indirect, consequential, and incidental damages,) 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 BPMA Market or the conduct (negligent or otherwise) of any other person at the BPMA Market including, without limitation, the negligent conduct of the Indemnified and Released Parties. THIS RELEASE, WAIVER, AND DISCHARGE 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 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 releasing, waiving, and discharging legal rights that I may have as described above, and I do so voluntarily.

I. No Waiver of This Agreement:

No failure or delay on the part of any of the Indemnified and Released Parties to exercise any right, remedy, power, or privilege hereunder, 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.

J. Severability:

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

K. Construction:

This Agreement sets forth the entire agreement between the parties and supersedes all prior agreements, written or oral, between the parties with respect to its subject matter. The provisions of the Agreement may be modified only by an instrument in writing signed by the parties. All of the terms and conditions of this Agreement will benefit and be binding upon the parties and their respective successors, assigns and transferees of any and all kinds. This Agreement shall be governed in accordance with the laws of the Commonwealth of Massachusetts, without reference to choice of law principles. Any dispute arising from this Agreement shall be the subject matter jurisdiction of the courts of the Commonwealth of Massachusetts and it is specifically agreed that the venue shall be proper solely in Suffolk County, Massachusetts.

# BPMA Farmers Market Policy

## PREFACE

The Boston Public Market Association Inc. (BPMA) is a non-profit, charitable corporation formed with the goal of developing a year-round public market in Boston. We opened a year-round, indoor market in July 2015 featuring locally sourced foods brought directly to and from the diverse people that make up Massachusetts and New England. This Boston Public Market MARKET POLICY, hereinafter "POLICY", is for use as the binding rules of the Boston Public Market at Dewey Square ("Market"), which are interim initiatives of the Association.

Those who wish to inquire or raise concerns about laws that impact agriculture and marketing in general, but which are not specific to our POLICY or initiatives, should utilize the following resource list for more information:

### MASSACHUSETTS DEPARTMENT OF AGRICULTURAL RESOURCES

Bureau of Markets, (617) 626-1700,

### SALES TAX REGULATIONS

Massachusetts Department Of Revenue, (617) 887-6367

### PESTICIDES REGULATIONS

Department of Agricultural Resources/Head of Pesticide Bureau, (617) 626-1776

### EMPLOYMENT REGULATIONS

Department Of Career Services, (617) 626-5300

### SCALES

Boston Department of Weights and Measures, (617) 635-5328

Local Inspectional Services

## SECTION 1: MARKET CLASSIFICATION

### COOPERATING SALES SYSTEM:

All products offered for sale by the participating vendor must be grown and/or produced by that participating vendor, or by a supply farmer or supplemental vendor that has been listed on the product list and approved by the BPMA staff. PLEASE NOTE WE DO NOT ACCEPT PRODUCTS FROM OUTSIDE OF NEW ENGLAND OR PRODUCTS THAT COME FROM A DISTRIBUTOR OR WHOLESALE HOUSE.

1. Supplemental products from a supply farmer or supplemental vendor must be registered with the market; and
2. Supplemental products must be identified with APPROPRIATE SIGNAGE. This includes the name of the supply farmer or supplemental vendor, location of vendor (city, state), cultivation practices (if applicable), and price.
3. BPMA staff has the right to regulate how many products from supply farmers/supplemental vendors a participating vendor can sell at the market.

Initial: \_\_\_\_\_

## SECTION 2: MARKET REGULATIONS

1. All vendors must be registered with the BPMA.
2. All vendors are to be in good standing in order to participate in the market.

### I. MARKET PARTICIPATION

A. Vendors who wish to participate must submit a completed application annually. All requirements contained in the application packet are considered part of this POLICY. Vendors receive no priority or guarantee of participation based on any participation in previous years.

B. No application will be considered complete until all required application materials are received by BPMA. Incomplete applications will be acted upon and conditional approvals granted at the sole discretion of BPMA. Conditional approvals may be rescinded at any time for any reason.

C. The application process is a written process. Verbal correspondence by any member, director, or representative of BPMA is intended for information purposes only and does not substitute for any of the requirements of the application or this POLICY.

D. All vendors will be selected and placed at market based on standing, the variety, quality, and volume of products for sale as compared to the needs of the market and community, and such other criteria that BPMA feels is in the market's best interests.

**E. All vendors must submit within 30 days of their final market day a statement certified by Licensee's president or chief financial officer of the amount of Licensee's gross sales for each day of the season.**

Initial: \_\_\_\_\_

### II. MANAGEMENT

A. The Market Manager is the on-site representative of the BPMA. The Market Manager is the official manager at the market having sole and absolute discretion authority to enforce this POLICY and to set and enforce operational rules. If problems arise, the Market Manager will settle disputes. In the interest of promptness, the manager's decisions on any questions shall be enforced until and unless reviewed and altered by the Board of Directors.

### III. INSURANCE

A. The Market does NOT supply liability or other insurance protecting the individual vendor.

B. Vendors must carry their own General Liability Coverage Policy in the amount of \$1,000,000/\$2,000,000 Bodily Injury & Property Damage, Workers Compensation \$100,000 Per Disease/\$100,000 Per Accident/\$500,000 Policy Limit and Automobile Liability in the amount of \$1,000,000. A certificate of insurance must be submitted with the annual application for market participation.

C. Any accident or injury must be reported immediately to the Market Manager.

### IV. MARKET OPERATIONS

A. If a participating vendor is unable to attend on any given week, he or she must call the Market Manager and inform him/her 24 hours in advance. There will be no reimbursement for absences. Absences negatively affect the market and may result in loss of selling space.

B. Vendors should set up, display, and package products in a way that protects products from the elements. Vendors must also ensure that their physical set up is safe and hazard-free for the vendors, the customers, and other market participants.



**C. All vendors are required to have at least 60 lbs of weight on their tents at all times. This is to ensure the safety of all vendors, BPMA employees and the general public. Vendors are not to tie tents to plaza infrastructure or to their vehicles. When weather conditions are particularly windy, the Market Manager has the right to ask all vendors to take down their tents.**

Initial: \_\_\_\_\_

D. In the event of extreme weather that is deemed dangerous, the Market Manager will make the decision on whether to close the market or not. If the market is to be closed, the Manager will do his/her best in making this decision the night before the market if possible.

E. Vendors should arrive at the market 30-90 minutes before opening, and should be ready to sell five (5) minutes before opening. If you arrive late, where or if you can set up is at the discretion of the Market Manager. If you know you will be late, you are required to inform the Market Manager by phone or email as soon as possible. Continuous tardiness may result in loss of selling space.

F. No goods are to be sold before the market officially opens or after it officially closes.

G. Each vendor must keep the area in and around his or her space clean at all times. Each vendor must leave his or her assigned space in broom-clean condition by market closing. All refuse must be taken home with the vendor.

H. Parking will be provided to all vendors, assuming that vendors arrive at the appropriate times. While all vendors are guaranteed a space, at no time are vendors guaranteed a space directly behind their tents. The Market Manager will make the determination of where vehicles should be parked. This decision is based upon safety, The Rose F Kennedy Greenway regulations and efficiency of plaza space.

I. Electrical outlets will be provided to some vendors. Vendors who are allotted electricity must bring their own electrical cords and strips. **No vendor is to connect electrical cords without permission from BPMA. Cords are not to be hung or adhered to any plaza infrastructure.**

J. The market extends past Daylight Savings in November and thus vendors are responsible for providing additional lighting for their tents. Note, not all vendors will have access to electricity so battery powered lighting may be required.

## V. PRODUCTS

A. Vendors are responsible for complying with all requirements of, and obtaining all necessary permits and approvals from, the relevant town or city, the State of Massachusetts, and the Federal Government (including the USDA, FDA, and potentially other agencies).

B. All products must have appropriate signage, including price (and source if it was not produced by your business).

C. Only products certified by the Northeast Organic Farmers' Association (NOFA) as organic may be labeled as 'organic'.

D. All products should be of top or grade A quality; any seconds or canning quality may be offered but must be labeled as such. The Market Manager has the right to ban any inferior products from the sales area.

E. Vendors can only sell what has been listed on their product list and approved by the Market Manager. Products that are being sold at the market and have not been approved, will be asked to remove such items immediately. In an event that a vendor would like to modify his/her list, an amended inventory list must be submitted to the Market Manager for approval.

## VI. REGULATION

A. Vendors planning to use a scale must have it sealed by an official city or State Sealer of Weights and Measures.

- B. Solicitations, collection drives or political and/or religious activities are not permitted in the market area without the prior approval of the Market Manager. No loud hawking of items is allowed.
- C. The BPMA is not responsible for the arrangements made between any vendor and any customer. No warranty of any sort, expressed or implied is made by the BPMA on behalf of vendors, or the market.
- D. Each vendor is responsible for his/her own compliance with any applicable local, State or Federal laws and regulations.
- E. Vendors are prohibited from the use of or being under the influence of drugs or alcohol while in attendance at market.
- F. Vendors are prohibited from smoking within the market boundaries.
- G. All pets are prohibited from attending farmers markets with vendors due to health and safety risks.
- H. Vendors are prohibited from engaging in any behavior not appropriate for a public setting including, but not limited to, physical violence or the use of obscene or abusive language.

**I. All vendors are required to abide by the City of Boston's bag ban regulations. For full details visit [www.boston.gov/departments/environment/understanding-plastic-bag-ordinance](http://www.boston.gov/departments/environment/understanding-plastic-bag-ordinance)**

## VII. GENERAL PAYMENT SCHEDULE

- A. All space fees must be paid in accordance with the following schedule in order for a vendor to participate in the Market. Any late payment is subject to a default rate.
- B. All outstanding debts to BPMA, its subcontractors, or assigns from any previous year must be paid in order to receive an application and to be considered for the Market.

### **2023 Market Fees:**

\$32.40/10x10 tent space per market day  
\$50.40/10x20 tent space per market day (farms only)

#### Payment Options:

Pay 100% total due by March 31st, receive at 10% discount on total amount due.  
Pay 50% total due by April 30th, pay remaining 50% by July 10<sup>th</sup>

#### Payments:

Please mail payments to:

Boston Public Market Association  
PO Box 130457  
Boston, MA 02113

You cannot participate in the Market without submitting a minimum deposit of 50% of your total payment due for the season.

Missing payment deadlines: Missing any payments may result in immediate loss of selling space(s). Loss of selling space may occur at any time after notice from either the Market Manager or the BPMA.

#### Alternative Payment Plans:

Alternative payment plans may be granted upon written request to the BPMA regarding payments. The written request must include your circumstances, a suggested payment plan with payment dates and amounts of payments that you are willing to commit to, and your signature. Missing any alternative payment plan dates may result in immediate loss of selling space(s).

#### **SECTION 4: SALE OF PROCESSED FOODS**

Intent to sell processed foods must be indicated on the vendor's market application by accurately completing the Product List (see below).

Most processed goods are regulated by local, State, or Federal health laws, and require a permit or license and certain labeling procedures. It is the responsibility of the vendor to comply with any such laws. Any permits or licenses required for the sale of a processed food must be submitted to BPMA along with the vendor's application prior to sale of the processed goods at the farmers market.

The Market Manager has the right to require that a participating vendor remove a processed food from the selling display if appropriate permitting, licensing, or labeling is not apparent.

**Please email BPMA with any questions at [gcassara@bostonpublicmarket.org](mailto:gcassara@bostonpublicmarket.org)**

# Product List

Business name: \_\_\_\_\_

Please outline your product line below. Based on your products, you may be asked to complete a brief supplemental page describing items in further detail.


All locations used for production of goods offered at BPMA markets must be listed, including owner name, complete address (P.O. boxes are not acceptable) and contact information if different from the applicant. Please attach additional documents as needed.

Location	Owner(s)	Address	Contact Information

I certify that my product list is complete and that any changes or additions will be supplied to the BPMA Market Manager. I understand that I cannot sell anything that has not been approved by the Market Manger and if I want to modify this list, I must submit an amended inventory list to modify the above product list.

Signed _____ Date _____
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