



## Klem's Farmer's Market 2010

**Season Start:** Saturday, June 26<sup>th</sup> through Saturday, October 30<sup>th</sup>

**Time and Dates:** The market will be held every Saturday (rain or shine) from 9:00 am until 1:00 pm. The market will run from June 26<sup>th</sup> through October 30<sup>th</sup> (19 weeks). A market manager will be on site. Set up: 8:00 am; Breakdown 1:15 pm.

**Fees:** Seasonal rates are \$190 paid up front (that is only \$10 per week) or \$15 per week for a 10 X 10 feet space

### What Klem's will provide:

- An area to park your vehicle
- Klem's does regular advertising in T&G on Sundays, bag stuffers to all customers, website, and e-mail blasts to over 4000 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. clean white tent
- 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, including supplemental information
- Certificate of General liability insurance policy (after acceptance into the market and contract is signed and returned - you must provide a Certificate of Insurance with Klem's as an additionally insured.)
- Board of Health certificate for any processed / baked foods (State and Local)
- Sealed Scale (if necessary)
- Completed registration and signed application for participation by May 28<sup>th</sup> (see attached)
- Completed list of produce and products (see attached)

- Seasonal payment of \$190, payable to Klem's by check or money order. If you decide to pay weekly, we do still require a \$45 deposit which will pay for your first 3 weeks of the market.
- 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
- Products or Produce that was grown, hand-made or produced by you, the vendor. **This is a PRODUCER ONLY market. NO EXCEPTIONS!**
- See attached Rules / Policies of Klem's Farmers Market

## RULES / Policies of Klem's Farmer's Market

1. The market will open June 26<sup>th</sup>, 2010 and will close on October 30<sup>th</sup>, 2010. The location will be at in the field next to Klem's in Spencer.
2. The hours of operation will be from 9:00 am until 1:00 pm. Vendors must arrive early to be ready to start at 9:00am. The market manager will be on site at 8 am.
3. There will be NO SELLING prior to the market bell at 9:00 am to insure proper set up for all vendors.
4. The market fee is \$190 up front or \$15 per week for a 19 week market. The fee is due by May 28<sup>th</sup> and is non-refundable.
5. 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.
6. 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!!!
7. Only NO TRANS FAT foods can be served / sold.
8. 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.
9. Every vendor needs to have a commercial liability insurance policy and they need to get an insurance certificate with Klem's as an additionally insured. Your insurance company will require a signed contract for this, so for the initial application, please get a copy of your Certificate of Insurance. Once you are an accepted vendor, you will need to add Klem's as an additional insured and get that certificate to the market manager prior to the first week of the market. You will **NOT** be allowed to set up until the market manager has this certificate in hand.
10. You may not advertise yourself as "organic" unless you are certified. Your organic certification must be provided with your application.
11. The use of household scales will not be permitted. Any scale used will have a seal by an Official City or State inspector.

12. **PARKING:** each vendor pays for a 10X10 space, which is marked and assigned by the market manager. If you require more space than 10 X 10 you must pay for an additional space. You can park one vehicle behind your booth during the farmer’s market.
13. **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.
14. 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.
15. If a vendor cannot make the market for any reason, please call Michelle Howard (market manager) before 7:00 am that morning or the night before so we can make adjustments to the set up. (508-882-5223)
16. Product lists will be reviewed by the market manager and manager of Klem’s when received. Please be specific with all product lines. Any duplicates that the market can’t bare will be rejected and the vendor will be notified. We want all vendors to be successful.
17. If the application and full payment (or deposit if you are paying weekly) is not received by May 28<sup>th</sup>, it will be assumed that you will not be participating in the market and the space allotted for you will be filled by another vendor.
18. 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 447 Barre Road, Oakham, MA 01068**

**This completed application is not a guarantee of participation.**

**PLEASE NOTE: This application and acceptance responses and all requirements and deadlines contained therein are part of Klem’s Policy Hereinafter “Policy”, which constitutes the sole agreement between you and Klem’s relating to your participation at Klem’s Farmers Market.**

**To apply for participation, please carefully read and complete the rest of the application (pages 1-10). Sign where indicated on page seven, enclose all items and return to Klem’s market manager (address below). 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:** Michelle Howard **PHONE:** 508-882-3030

**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. Please check if you use any of the cultivation practices below:

- Certified Organic
- Integrated Pest Management (IPM)
- Sustainable
- I grow GMO crops
- I do not grow GMO crops
- I do not know if I grow GMP crops

3. Please Mark with an X all YOUR OWN PRODUCE / PRODUCTS / BAKED GOODS that you plan to sell at the farmer's market

FRUIT		Vegetables (cont.)	Greens (cont.)	Vegetables (cont.)	
Apples		Beans, Soy	Green Cabbage	Potatoes, Fingerling	
Blueberries		Beans, Wax	Dandelion Greens	Potatoes, New	
Blackberries		Beets	Huckleberry Leaf	Potatoes, Purple	
Cranberries		Bitter Melon	Kale	Potatoes, Red	

Currants		Broccoli		Lettuce, Head		Potatoes, Russet	
Cherries		Broccoli, Chinese		Lettuce, Loose		Potatoes, Sweet	
Gooseberries		Broccoli, Rabe		Lemongrass		Potatoes, White	
Crapes, Concord		Broccoli, Romanesque		Mesculin		Potatoes, Yukon Gold	
Melon, Cantaloupe		Brussel Sprouts		Mustard Greens		Pumpkins	
Melon, Honeydew		Carrots		Pea Tendrils		Pumpkins, Vines	
Melon, Musk		Cauliflower		Radicchio		Radishes	
Melon, Red Water		Celeriac		Spinach		Rhubarb	
Melon, Yellow Water		Celery		Squash Blossoms		Rutabaga	
Nectarines		Corn		Other Greens (list separately)		Scallions	
Peaches		Cucumbers				Shallots	
Pears		Cucumbers, Armenian				Spinach	
Pears, Asian		Cucumbers, Lemon				Spinach, Water	
Plums		Eggplant		<b>Vegetables (cont.)</b>		Squash	
Quinces		Fennel		Kohlrabi		Squash, Golden	
Raspberries		Garlic, Dried		Leeks		Squash, Kousa	
Strawberries		Garlic, Fresh		Mushrooms		Squash, Patty Pan	
OTHER (listed separately)		Garlic, Scapes		Okra		Squash, Summer	
		<b>Greens (Be specific)</b>		Onions, Dry		Squash, Winter	
		Arugula		Onions, Green		Squash, Zucchini	
		Bok Choy		Onions, White		Tomatoes, Cherry	
<b>Vegetables</b>		Calallo		Onions, Yellow		Tomatoes, Green	
Artichokes		Chard, Rainbow		Onions, Red		Tomatoes, Heirloom	
Asparagus		Chard, Swiss		Parsnips		Tomatoes, Plum	
Beans, Fava		Chicory		Peas, Edible Pod		Tomatoes, Red	
Beans, Italian		Chinese Cabbage		Peas, Gonzo		Tomatoes, Tomatillos	
Beans, Lima		Collard Greens		Peas, Shell		Tomatoes, Yellow	
Beans, Long		Dandelion Greens		Peppers, Green		Turnip	
Beans, Purple		Endive		Peppers, Hot		Turnip, Macomber	
Beans, Shell		Escarole		Peppers, Red		Other Veggies:	
Beans, Snap		Frisee		Peppers, Yellow			
<b>Plants</b>		<b>Baked Goods (cont.)</b>		<b>Dairy and Eggs</b>		<b>Other Items &amp; Prepared Foods (cont.)</b>	
Annuals				Eggs		Nuts, Prepared	
Herbs, Basil				Milk		Olive Oil	
Herbs, Cilantro				Cheese		Pizza	
Herbs, Dill				Goat Cheese		Prepared Foods	
Herbs, Lavender				Goats Milk		Prepared Mixes	
Herbs, Mint				Yogurt		Pressed Flowers	
Herbs, Oregano				Ice Cream		Sachets	
Herbs, Parsley				Other:		Salad (prepared)	
Herbs, Rosemary						Salad Dressing	
Herbs, Sage						Soap	
Herbs, Other				<b>Other Items &amp; Prepared Foods</b>		Wreaths	
Herbs, Dried				Bath Products		Other (list individually)	

Flowers, Cut			Body Oil		
Flowers, Dried			Body Scrub		
House Plants			Body Spray		
Mums			Broom Corn		
Perennials			Cider		
Potted Vegetables		<b>Meats/Aquaculture</b>	Cider, Sparkling		
Wildflowers		Beef	Crafts (list individually)		
Other (list separately)		Chicken	Croutons		
		Fin Fish	Dip		
		Pork	Dipping Oil		
		Cured Fish	Corn Stalks		
<b>Baked Goods (list ALL baked goods individually)</b>		Shellfish	Dog Biscuits		
		Crabs	Dried Fruit		
		Lobster	Flavored Syrups		
		Other(list separately)	Fudge		
			Gourds		
			Gourmet Spread		
			Herbal Products		
			Holiday Décor		
			Honey / Bee Products		
			Indian Corn		
			Jams / Jellies / Preserves		
			Lip Balm		
			Lotion		
			Maple Syrup		

4. **Additional Comments or information about your product lines:**



**5. 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. PENALTIES:**

I have read and understand RULES and this application in its entirety, and I understand that if I do not abide by RULES then I am subject to the terms and penalties of RULES. I understand that I am required to submit a complete application with the Farmers Market fee before participating at the market. I understand I must return my signed acceptance with another copy of my Certificate of Insurance (COI) naming Klem’s as an additionally insured. I understand that in the event I do not submit a complete application with fee or do not return my acceptance with COI with Klem’s as additionally insured, I will be denied space at the Klem’s Farmers Market.

**C. 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.

**D. 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.

**E. PAYMENTS FOR MARKET FEES:**

With regard to Payments, I understand that I am responsible for making the market payment with the initial application. I will not be accepted to the market or 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 (\$30.00) DOLLARS to cover bank fees and additional administrative time.

F. 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.

G. 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 Klems, 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.

H. 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 excise 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.

I. 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.

J. 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 six (6) pages and RULES.

Signed on this \_\_\_\_ day of \_\_\_\_\_ 2010.

Applicants Signature: \_\_\_\_\_.

I understand that any additional information that I wish to furnish for the market may be provided on a separate piece of paper supplied by me, if specifically indicated on this application.