

# TEWKSBURY COMMUNITY MARKET 2020 APPLICATION & AGREEMENT

## TUESDAYS

JUNE 30 – SEPTEMBER 22  
HOURS: 4 P.M. - 7 P.M.

PLACE: TEWKSBURY PUBLIC LIBRARY GROUNDS  
300 Chandler St  
Tewksbury, MA

<b>Business Name:</b>	
<b>Name:</b>	
<b>Address:</b>	
<b>City:</b>	
<b>State:</b>	<b>Zip:</b>
<b>Cellphone Number:</b>	
<b>Email Address:</b>	
<b>Website</b>  Actual Business Location - If your farm/business is not located at the above address, please include address of your place of operation:	
<b>Address:</b>	
<b>City:</b>	
<b>State:</b>	<b>Zip:</b>
<b>Phone Number:</b>	

## 2020 MARKET FEES

Fee Waived each week for a 10' x 10' booth space.

Board of Health permitting fees have been waived by the Town Manager for the 2020 Season. The Board of Health has instituted a Community Market License.

**Your application must include:**

- **Dates requesting space – For Scheduling and Marketing**
- **Signed Tewksbury Community Market Application and Agreement**
- **Insurance Certificate naming the Town of Tewksbury as additionally insured**

Mail applications to:

Tewksbury Community Market, Town Manager's Office; 2<sup>nd</sup> Floor, Town Hall, 1009 Main Street, Tewksbury, MA 01876, Attention: Jeanine Tamboli

Or Scan applications to: jtamboli@tewksbury-ma.gov

## COVID-19 PRECAUTIONS:

### PHASE ONE (Tuesday, June 30 to at least Tuesday, August 4)

In order to get the necessary approvals from town officials, including Town Manager, Library Director, and Board of Health, we are going to begin the season using a pre-order, pre-pay, drive-thru contactless curbside pick-up model similar to our neighbors in Wilmington. (See Wilmington's model at <http://www.wilmingtonfarmersmarket.com/drive-thru-market.html>.) Our instructions and safety guidelines would essentially mirror theirs.

Here's the plan in the nutshell:

**Vendors take pre-orders only.** Market organizations will create a website to provide all of the details for each vendor's preferred method of ordering including any minimum purchase amounts and payment options, as well as direct links to your email addresses or ordering sites, if applicable.

**Vendors take pre-payments.** This plan excludes the exchange of currency on site at the drive-thru for both expediency as well as safety.

**Customers Drive-Thru Tuesdays from 4pm-7pm.** This is a one-way drive-thru pick up service where the customers arrive during the 15-minute time slot they signed up for, stay in their cars and the vendors place the orders in the trunk. (We're going to start with a limit of 15 customers per time slot, and see how that goes) Vendors would be safely lined up and adequately distanced apart on the grass around the library's parking lot. We'd likely allow you to park your own vehicle right next to your assigned spot, so set up should be a breeze.

Market organizers are willing to distribute orders for vendors that have 10 or less orders at any given market, so vendors don't have to wait in a vendor spot for the whole 3 hours.

The Market will provide traffic cones, signage and at least two volunteers for each opening.

Vendors should be prepared with face masks, disinfectant wipes and any other materials to keep yourselves and your customers safe.

### PHASE TWO (to begin no earlier than Tuesday, August 4 - with town's permission - through Tuesday, September 24)

With the permission of Town Manager, Library Director, and Board of Health, and based on the latest recommendations from federal, state and local health officials, we'd then transition to a more traditional market that we've become accustomed to, while following the MDAR's guidelines for Farmers' Markets.

(Those can be read at <https://www.mass.gov/doc/covid-19-guidance-for-farmers-markets-farm-stands-and-csas/download>.)

If we're unable to do so for any reason, we'd continue to the pre-order, pre-pay contactless curbside pick-up model through September 24.

**IMPORTANT NOTES**

There will not be any sort of live entertainment, children's activities, non-profits participation, or picnic table area.

**VENDOR AGREEMENT** (must be signed or application will not be accepted)

The undersigned agrees to exercise the utmost care in the use of facilities and properties of the Tewksbury Community Market and Tewksbury Public Library. The vendor also agrees to indemnify and save harmless the Tewksbury Community Market and the Tewksbury Public Library, its officers, employees and agents from any and all claims, actions, judgments, losses, costs (including reasonable attorney fees) and damages whatsoever, including accident, injury, or death caused to persons or property of any kind, arising out of, in connection with, or incident to, the Tewksbury Community Market and/or Tewksbury Public Library.

Should a vendor at any time occupy the premises in a manner contrary to the rules of the Tewksbury Community Market and/or Tewksbury Public Library (see attached rules), or in any manner that is hazardous or offensive to the public or vendors, upon request of Tewksbury Community Market the vendor shall immediately cease such offending conduct. Failure to immediately conform its conduct as requested shall be cause to revoke this agreement and the vendor permit. Upon failure to so vacate, the Market is authorized to remove all property of vendor from the premises at vendor's expense. Tewksbury Community Market and Tewksbury Public Library is relieved and discharged from any and all loss or damage occasioned by such removal. Tewksbury Community Market and/or Tewksbury Public Library will not be responsible for storage or safekeeping of property so removed.

Name (Print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please list or provide an attachment of ALL products being sold:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**SCHEDULE:** Please clearly indicate the dates you would like to attend-you will be notified if dates are not available.

**June: 30**

**July: 7, 14, 21, 28**

**August: 4, 11, 18, 25,**

**September: 1, 8, 15, 22**

Kindly supply the following information and attach a current and valid copy of your insurance policy. **I confirm that I have secured a General Liability Coverage policy for my own operation at the Tewksbury Community Market in an amount not less than \$1,000,000.00 per person per incident, and \$1,000,000.00 aggregate. Please name the Tewksbury Community Market, its volunteers, committee members, and the Town of Tewksbury as additionally insured. For those who do not have insurance the attached waiver must be signed.**

**Insurance Company:** \_\_\_\_\_

**Policy Number:** \_\_\_\_\_

**Your Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Attach a copy valid copy of your insurance policy.**

I acknowledge I have reviewed the 2020 Tewksbury Community Market Rules and agree to abide by the rules as stated below.

**Name (Print):** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Business/Farm Name:** \_\_\_\_\_

# 2020 Rules Handbook

## **MARKET RULES**

### **A. PRODUCTS**

- Must be and Established Vendor
- Must comply with any applicable regulations pertaining to their production and sale.

Tewksbury Community Market reserves the right to:

- \*prohibit any vendor from selling a particular product in the market
- \*prohibit a particular vendor from selling in the market.

**A Vendor who has committed to a date and does not show up will be given a warning; a second time warrants a suspension from the Market as it not fair to the other vendors.**

Vendors must submit a complete list of products that they wish to sell at the time they make application to the market. Tewksbury Community Market must approve all products prior to being sold. If an accepted vendor wants to sell an item not previously approved, Tewksbury Community Market must approve the new item before it may be sold.

- Please note that plastic bags are NOT allowed to be used in Tewksbury.

### **B. PRICES**

Prices must be clearly marked or posted. Pricing is at the complete discretion of each vendor. Collusion and deceptive pricing practices are strictly prohibited. Vendors are not allowed to pressure other vendors regarding the pricing of their products. Vendors are encouraged to give seniors a discount.

### **C. BAKERY & PREPARED FOODS**

Vendors of Prepared Foods or Potentially Hazardous Foods (PHF) need to provide a copy of their food (kitchen) permit from their hometown. In addition, the Tewksbury Board of Health requires a permit. The Tewksbury Board of Health is charging ~~\$35.00~~ (fee waived) for vendors of prepared foods who are not currently licensed in Tewksbury. IF YOU ARE A VENDOR OF PREPARED FOODS YOU MUST CONTACT THE TEWKSBURY HEALTH DEPARTMENT AT 978-640-4470. Vendors are required to use plastic gloves when handling foods to be sampled. The Food Vendor Application needs to be completely filled out and submitted along with your Tewksbury Community Market application.

### **D. FEES**

Fees are waived for the 2020 Season

### **E. VENDOR EQUIPMENT, SUPPLIES AND TRASH**

Each vendor is responsible for providing and removing any and all equipment, supplies and trash that a Vendor requires to do business at the Tewksbury Community Market. This includes signs, tables, chairs, products, trash and equipment utilized for clean-up purposes. Please note that plastic bags are not allowed to be used in Tewksbury.

### **F. SIGNS**

Each vendor must prominently display a sign identifying the name of their farm or business. All signs must remain within the allotted vendor's exhibit space and must not block pedestrian traffic or interfere with other vendors' display or views.

### **G. BOOTH LOCATION**

Tewksbury Community Market has full authority to assign exhibit space. Requests for particular sites will be given consideration, but does reserve the right to assign and locate all vendors. It is not guaranteed that vendors will have the same booth space each week. Vendors must check in before setting up their booth. Because Tewksbury Community Market allows week-to-week participation and vendors fluctuate throughout the season,

**BOOTH LOCATION IS NOT GUARANTEED**

### **H. HOURS OF OPERATION**

The Community Market shall operate every Tuesday from 4:00 P.M. — 7:00 PM

#### **I. SET-UP, CLEAN UP AND BREAKDOWN**

Set-up starts at 3 P.M. and must be completed by 3:45 P.M. in fairness to all vendors, no sales should be made until **4:00** P.M. Vendors are responsible for keeping their area clean during the market day. Vendors are expected to shut down promptly at 7:00 PM. Vendors are responsible for removing their own refuse and unsold product from the market premises.

#### **J. VENDOR UNLOADING AND PARKING**

From 3 P.M. – 3:45 P.M., Vendors shall unload as quickly as possible and **park the furthest from the Tewksbury Community Market.**

#### **K. INCLEMENT WEATHER**

The market runs during good weather only. Vendors are responsible for setting up and taking down canopies.

#### **L. CONTROLLED SUBSTANCES**

No vendor shall smoke tobacco, drink alcohol, and or possess or use any controlled substance while at the Tewksbury Community Market.

#### **M. SALES TAX**

Vendors are responsible for collecting and remitting their own sales tax.

#### **N. ENFORCEMENT**

All rules of the market will be enforced by Tewksbury Community Market Manager. Possible violations will be discussed and a resolution will be attempted. Vendors selling prohibited items will be asked to remove those items from sale.

Continued violations will result in being banned from the market with no reimbursement of fees paid.

#### **O. MARKET RULE CHANGES**

Tewksbury Community Market reserves the right to modify the rules of the Market as circumstances warrant.

**Please address any questions regarding the Tewksbury Community Market to:**

rmontuori@tewksbury-ma.gov

#### **P. ACCEPTANCE**

Tewksbury Community Market will notify you via email if your application is accepted.