

DERRY
Homegrown
FARM & ARTISAN MARKET



POLICIES AND PROCEDURES

2021 MARKET SEASON

ver.1.2021 February 15, 2021

The Derry Homegrown Farm and Artisan Market is run by a volunteer Board of Directors and is registered with the NH Dept. of Agriculture and the NH Secretary of State's office and is a registered 501(c)3.

PURPOSE

This document defines the policies and procedures for the operation of the Derry Homegrown Farm and Artisan Market (Market). It also establishes the guidelines and responsibilities for vendors, customers and Market representatives, items that can and can't be sold, and overall guidelines for Market operations. All applicants and vendors should read this document thoroughly and be familiar with its contents.

MISSION STATEMENT

Derry Homegrown's mission is to provide local farmers and growers, artisanal bakers, gourmets and craftspeople with a long-term sustainable marketplace for Derry and surrounding communities. We intend to create a vibrant marketplace where the community can purchase locally grown produce, locally raised meats, eggs and poultry, organic and grass fed dairy options, and the highest quality prepared foods and baked good along with quality handcrafted items from local artisans. We will also strive to educate the community on the many benefits of eating and buying locally.

MARKET LOCATION

The 2021 Summer Market will be in Downtown Derry, on the lawn at 1 W. Broadway, next to the pocket park and directly in front of the Derry Feed building. There is on street parking on both East and West Broadway. Vendors (after unloading) **must** utilize one of the free municipal lots located behind the Derry Municipal Center on adjacent Manning St. or the lot at the end of Abbot Court (across the street).

MARKET DATES/TIMES

The 2021 Summer Market will run for 18 weeks, on Wednesdays, June 2nd through September 29th. Markets will run from 3 to 7 PM. The Board of Directors reserves the right to adjust hours if it deems necessary.

VENDOR CONSIDERATION & SELECTION

Vendor refers to all vendors, artisans or persons selling or distributing items at the Market.

- **All prospective vendors must submit a completed application and proof of insurance in advance of opening market for review and subsequent approval.**
- Vendor approval will be by decision of the Board of Directors.
- An interview with the Board of Directors or individual directors may be requested.
- Copies of all relevant licenses, permits, certificates etc. must be included with the application.
- Once approved, all vendors must, at their own expense, procure and meet the following standard insurance/coverage requirements:
 - » Commercial General Liability in the amount of at least \$1,000,000 per occurrence naming both **Derry Homegrown Farm and Artisan Market** and **Martingate Holdings, LLC** (Property Owner) as additional insureds.
- The Board will endeavor to make all application decisions in a timely manner. Any applicant not accepted may, at the Boards discretion, be reconsidered based on vendor interest and market space.
- The Board reserves the right in its sole discretion to approve, reject or revoke approval of any vendor that is not consistent with the Markets goals and/or does not adhere to the vendor responsibilities Section of the Policies & Procedures.
- The Board reserves the right to do a site visit to any location where market items are being grown, raised, produced etc. at any time prior to or during the Market season.

VENDOR DEFINITIONS

Farms – Farm vendors must grow, forage or raise 90% of what is to be sold at the Market. Remaining 10% may be sourced from other local farms. Farms may sell prepared or baked goods and/or craft artisan items at their booth with approval from Board of Directors provided that they are less than 20% of their display. We hope that farms will comprise a minimum of 60% of Market vendors.

Prepared/baked goods – Baked goods, jams, jellies and similar items may be sold if made by the vendor and ingredients are locally sourced whenever possible. Vendor must meet all State and local health regulations and obtain all necessary licenses. A copy of any and all licenses and/or certificates **MUST** be submitted with application. We hope that prepared/baked goods will comprise 20% of Market vendors.

Artisan/Craftsperson – Craft/artisan vendors will be defined as those selling their own locally made crafts/arts. They **MUST** be made by the vendor themselves. Preference will be given to items made of natural, local materials. These items should reflect **fine craftsmanship**, personal vision and should be in keeping with the spirit and tradition of farmers markets. We hope that artisans/craftspeople will comprise 20% of Market vendors.

VENDOR SPACE/BOOTHS

Booth space and pricing will be based on a 10'X10' area.

- All vendors must check in with the Market Representative upon arrival prior to setting up.
- Booths/spaces are assigned solely at the discretion of the Market Manager.
- Vendors are not permitted to share booths.
- Vendor setup times will be determined by the Market Representative but will generally be no more than 1.5 hours prior to Market start time.
- All vendors **must** be fully set up by the Market start time.
- **There will be no selling permitted prior to the official opening time of the Market.**
- The Market must be notified 48 hours in advance should a vendor change or add products/items to their selection. Vendors cannot add new items without prior Market approval.
- All vendors will maintain a clean, attractive, and professional display at all times in their booth.
- Vendors are responsible for providing their own tables, chairs, canopies, equipment, etc., and must fit within the confines of the designated space
- All canopies, umbrellas, shade protection utilized on the Market site must be safely and properly weighted and/or anchored to the ground at all times. Vendors will not be allowed to set up if the Market Representative feels there is a safety issue.
- There may be duplication from other vendors/artisans selling similar products or commodities. The Market reserves the right to limit vendors and/or particular products/items. This will be done solely to prevent market saturation and unintentional price undercutting. All vendors must be respectful of fellow vendors and agree to abide by fair business practices.
- Vendors are not permitted to breakdown before the Market officially closes.

VENDOR FEES

All fees are to be made by check made payable to: Derry Homegrown Farm & Artisan Market

- There is an **annual application fee of \$30**. This fee will be returned to the applicant if their application is not approved.
- **Early registration** - \$12 fee per 10'x10' space, if paying entire season in advance (\$216) and included with application **payable by March 30, 2021**.
- **General registration** - \$15 fee per 10'X 10' space if paying for a minimum of 10 market dates in advance, **payable by May 1, 2021**.
- **Week to Week** - \$20 fee per 10'X 10' space if paid weekly, one week prior to market day.
- There will be a \$25 dollar fee for any returned checks which must be paid prior to future market setup.
- All payments for reserved spaces are non-refundable.

VENDOR RESPONSIBILITIES

- **All Vendors must appropriately initial, sign and date the COVID-19 Safety Requirements and The Assumption of Risk and Waiver Document, which are both included in the Application.**
- Vendors will be respectful of their fellow vendors and customers, conducting themselves in a proper, professional manner at all times.
- Vendors must inform the Market **24 hours in advance** if they will not be attending the Market on a given day. Vendor fees are non-refundable.
- Vendors and/or their representatives must stay within the Market to sell their own items.
- Vendors must provide their own change, purchase bags, and other independent promotional materials.
- **Having the ability to take credit/debit cards is strongly encouraged** as we will not have any type of token, SNAP or EBT options.
- Each vendor is responsible for maintaining the cleanliness in his/her designated booth and the surrounding grounds within the Market. Vendors should provide their own trash receptacle.
- Vendors are responsible for removing trash and/or waste at the conclusion of the Market. There are no trash related services available, so all vendors must independently take his/her trash with them.
- Vendors are responsible for establishing their own prices; however, price undercutting will not be permitted. Prices must be clearly marked and visible to all buyers.
- Hawking is not allowed at the Market.
- Vendors are not allowed to smoke within the confines of the designated market area. Smoking outside of the Market area should be done with consideration to others.
- Vendors are not allowed to consume alcoholic beverages within the confines of the designated market area. (With the exception of vendor alcohol samplings)
- Any disputes amongst vendors and/or patrons, must be brought to the attention of a Market Representative immediately.
- Enforcement of all Market policies is at the sole discretion of the Market Representative. Any issues or disputes between vendors and the Market Representative should be brought to the attention of the Board of Directors immediately in the interest of a quick and amicable resolution.
- The Board reserves the right to modify the Policies & Procedures at any time. Vendors will be given a written copy of any modifications.
- All vendors must review and shall abide by The Derry Homegrown Anti-Discrimination and Harassment Policy found online at: **<http://bit.ly/DerryHomegrown-AHP>**

PRODUCTS SOLD

- All products and items sold at the Market must be pre-approved by the Market Board of Directors.
- All items sold at the market must be locally grown, baked, prepared and/or hand made by the vendor.
- Special permission must be requested to sell any out of season or non-local product.
- Produce labeled “organic” or “organically grown” must be from a crop that is certified organic by any USDA Accredited Certifying Agent. A copy of current farm certification must accompany any application for any “organic” labeled product. Vendors may not verbally represent any product as “organic” without such certification.
- All items must be sold in accordance with Town of Derry Health Dept. regulations as well as State of New Hampshire regulations. Knowledge and conformance to all said regulations is solely the responsibility of the vendor.
- The Board of Directors reserves sole discretion over all items allowed to be sold at the Market.

ITEMS NOT PERMITTED FOR SALE

- Livestock/animals.
- Flea market/Yard sale items or antiques.
- Craft items from models or kits.
- Any mass produced or manufactured items.
- Anything assembled by a vendor that is manufactured or mass produced.

MARKET CANCELLATIONS

The Market reserves the right to cancel any scheduled Market due to severe inclement weather or any circumstances beyond the Markets control. Cancellation will be via email only and as much notice as is practically possible will be given. As a general policy the Market will go on rain or shine.

DERRY
Homegrown
FARM & ARTISAN MARKET



VENDOR APPLICATION
FOR SUMMER 2021

General ver 1.2021 February 15, 2021

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MISSION STATEMENT

Derry Homegrown's mission is to provide local farmers and growers, artisanal bakers, gourmets and craftspeople with a long term sustainable marketplace for Derry and surrounding communities. We intend to create a vibrant marketplace where the community can purchase locally grown produce, locally raised meats, eggs and poultry, organic and grass fed dairy options, and the highest quality prepared foods and baked goods along with quality handcrafted items from local artisans. We will also strive to educate the community on the many benefits of eating and buying locally.

MARKET INFORMATION & APPLICATION REQUIREMENTS

The 2021 Summer Market will be in Downtown Derry, on the lawn at 1 W. Broadway. The Market will run every Wednesday from June 2nd through Sept. 29th. Hours will be from 3 to 7 PM. The last 2 or 3 markets may have shorter hours due to diminishing daylight.

Interested vendors must supply all of the following:

- Completed application form
- Application fee and discounted early registration fee (if applicable). **See vendor fees.**
- **Signed, Initialed and Dated Copies of both the COVID-19 Safety Requirements and the Assumption of Risk Waiver**
- Town of Derry Health Department of Public Health Farmers Market Vendor Application (If Applicable)
- Copies of all applicable licenses, permits, certificates - *including town health regulations. **See Policies & Procedures.**
- Commercial Insurance
 - » All vendors **must** carry General Liability in the amount of at least \$1,000,000 per occurrence naming both **Derry Homegrown Farm and Artisan Market** and **Martingate Holdings, LLC** (Property Owner) as additional insureds.

*HEALTH REGULATIONS

Vendors are responsible for adherence to all State and local health regulations.

Information on the Town of Derry's Health regulations can be obtained by contacting the Town Health Officer.

Courtney Provencher, Health Officer - courtneyprovencher@derrynh.org
Phone: (603) 845-5520

ADVERTISING & MARKETING

Strategic and well planned advertising can help generate significant interest in our Market which benefits both vendors and customers. All vendors will be listed on the Derry Homegrown Farm & Artisan Market website with a link to the Vendor website, Facebook page or other location as requested. We ask that you provide a link to the Derry Homegrown site (derryhomegrown.org) from your website and promote your presence at the Derry Homegrown Market on Facebook, Instagram, website and other social media sites you use. Like our page at facebook.com/DerryHomegrown.

Board members Neil & Wendy Wetherbee, principals at Wetherbee Creative, LLC, will be working on all promotion, advertising and marketing efforts for Derry Homegrown along with other Board Members on a volunteer basis. They bring many years of experience in creative branding and strategies.

We look forward to talking and working with vendors and customers alike to ensure a successful and sustainable Market!

MEMBERSHIP FEES

- There is an annual application fee of \$30. This fee will be returned to the applicant if their application is not approved.
- **Early registration** - \$12 fee per 10' X 10' space, if paying entire season in advance (\$216) and included WITH application and proof of insurance **by March 30, 2021**
- **General registration** - \$15 fee per 10'X 10' space if paying for a minimum of ten market days in advance, and included WITH application and proof of insurance before payable **by May 1, 2021**.
- **Week to week** (on a space available basis) - \$20 fee per 10'X 10' space if paid weekly, one week prior to market day. There will be a \$25 dollar fee for any returned checks which must be paid prior to future market setup.
- All payments for reserved spaces are non-refundable.

Derry Homegrown Farm & Artisan Market reserves the right to change application and booth fees at any point during the season. If you are pre-paid for the season we will honor that payment fee.

Mail application with all items noted on page 2, fees and/or payment to:

Derry Homegrown Market
Market Applications
c/o Neil Wetherbee
P.O. Box 1863
Derry, NH 03038

Make all checks payable to:
Derry Homegrown Farm & Artisan Market

This will be a \$25 fee for any returned check which must be paid prior to future market setup.
Note: At this time we cannot take credit/debit cards or online payments and would strongly prefer not to take cash. Thanks for your understanding.

DERRY HOMEGROWN FARM & ARTISANS MARKET APPLICATION

SUMMER 2021 SEASON

Please fill in all information, missing information may cause delays in approving your application.

Vendor Name: _____

Contact Name: _____

Email Address: _____

On Site Contact(s): _____

Business Phone: _____

Contact Phone: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Website: _____

Facebook Page: _____

Instagram: _____

Other: _____

What items/goods/ commodities will you be selling? Please be as accurate as possible:

DATES YOU WILL ATTEND:

Full Season is 18 Wednesdays. June 2nd through September 29th.

I will attend every week (all 18 dates).

Remember that if you pay in full for the season you get a discount on your rate*.

I will attend the following dates: (please circle the dates you will attend)

June	2	9	16	23	30
July	7	14	21	28	
August	4	11	18	25	
September	1	8	15	22	29

PAYMENT INCLUDED WITH APPLICATION: ALL SPACES ARE 10'X10'

Application Fee (\$30) \$ _____

Early Registration:

Advance payment for full season by March 30, 2021 (\$12 x 18 = \$216) \$ _____

General Registration:

Advance payment for at least 10 market days by May 1, 2021 (# of Days x \$15) \$ _____

Week to Week:

of Days x \$20 = \$ _____ (must include payment for at least one week)

Total Included: \$ _____

Check Number Of Payment: _____

COVID-19 SAFETY REQUIREMENTS 2.15.2021

1. Vendors and musicians agree to undergo weekly COVID-19 screening by a board member, including screening questions and a temperature check, prior to setting up at the market. If any information collected during the screening process results in disqualification of the vendor for entry into the market that week, they will not be entitled to a refund for the booth fee for the week.
2. Vendors and musicians shall comply with any applicable federal and state quarantine requirements and not enter the market while they are required to quarantine.
3. Vendors and musicians who are sick agree not to attend the market while sick.
4. All booth areas will be at least six feet apart.
5. Vendors are required to set up their booth spaces in such a way that there is a six foot buffer zone between the vendor and customers, which can be accomplished by adding a second table in front of the table hosting the vendors products or by pulling tables back by several feet and roping the front of the booth space off.
6. All booth areas must be set up in a way that prevents customers from touching products.
7. Each booth must provide hand sanitizer for customer and vendor use. Vendors shall sanitize their hands after each customer transaction and as needed.
8. Vendors must sanitize booth tables and commonly touched surfaces before and regularly during the market.
9. Vendor pens used by customers shall be sanitized in between use, and any electronic device of the vendor used by a customer for payment must be sanitized after use.
10. Vendors, musicians, and customers must wear a mask covering their noses and mouths at all times while at the market
11. Vendors are responsible for having their customers remain six feet apart.
12. Food consumption on site is prohibited. Food and beverage samples will not be permitted this year.
13. Vendors shall not allow customers to touch any product that they have not purchased.
14. Vendors shall not serve any customers who are not wearing a mask over their mouth and nose.
15. No cloth table cloths shall be allowed.
16. Vendors shall not allow customers to place personal items on their tables.
17. No customer shall be allowed in a vendors booth space.

18. Vendors, musicians, and volunteers agree to comply with the federal and state guidelines involving COVID-19, as updated, including, but not limited, to:

- Universal Reopening Guidelines <https://www.covidguidance.nh.gov/sites/g/files/ehbemt381/files/files/inline-documents/guidance-universal.pdf>;
- Guideline for Retail <https://www.covidguidance.nh.gov/sites/g/files/ehbemt381/files/files/inline-documents/guidance-retail.pdf>;
- Guidelines for Fairs & Festivals <https://www.covidguidance.nh.gov/sites/g/files/ehbemt381/files/inline-documents/sonh/guidance-fairs-festivals.pdf>; and
- Guidelines for Performing Arts Venues <https://www.covidguidance.nh.gov/sites/g/files/ehbemt381/files/files/inline-documents/guidance-performing-arts-venues.pdf>.

19. These safety requirements may be amended from time to time in the discretion of the market based upon developments with the COVID-19 pandemic and federal and state guidance.

I agree to comply with the above-reference Safety Requirements and any amendments made to them by the market. I acknowledge that if I do not comply with the requirements, my access to the market may be denied.

Dated: _____

Signature

Print Name: _____

Vendor Name: _____

ASSUMPTION OF RISK AND WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19 2.15.2021

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to be spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Derry Homegrown Farm & Artisan Market has created new protocols and put in place preventative measures to reduce the spread of COVID-19; however, Derry Homegrown Farm & Artisan Market cannot guarantee that you will not become infected with COVID-19. Attending any activity may increase the risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to, or infected by COVID-19 by participating at Derry Homegrown Farm & Artisan Market ("Market"), and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 by attending Market events may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Derry Homegrown Farm & Artisan Market's board members, volunteers, agents, representatives, vendors, customers, and participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself including, but not limited to, personal injury, disability, and death, illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with myself attending the Market. I hereby release, covenant not to sue, discharge, and hold harmless Derry Homegrown Farm & Artisan Market's board members, volunteers, vendors, customers, participants and their families, agents, and representatives, including the owners or managers of the property being used to hold the Market, from any claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto.

I understand and agree that this release, covenant not to sue, and waiver includes any claims based on the actions, omissions, or negligence of Derry Homegrown Farm & Artisan Market, its board members, volunteers, vendors, customers, participants and their families, agents, and representatives, including the owners or managers of the property being used to hold the Market, whether a COVID-19 infection occurs before, during, or after participation in any of Derry Homegrown Farm & Artisan Market or affiliate program. Initial:_____

I shall comply with all federal and state guidelines, including NH guidelines pertaining to out-of-state travel. Initial:_____

I shall immediately notify Derry Homegrown Farm & Artisan Market if I have been administered a COVID-19 test with a positive detection result. Initial:_____

I consent and will cooperate with the Market's COVID-19 screening procedures as they may be modified from time to time and acknowledge that based upon the screening results, I may be denied access to the Market. Initial:_____

If I have a positive COVID-19 test, I shall quarantine myself from the Derry Homegrown Farm & Artisan Market and not return until:

- 10 days after the date of my first positive test for SARS-CoV-2 RNA (COVID-19), AND
- At least 48 hours have passed since resolution of fever without use of fever-reducing medications, AND
- Any other symptoms have significantly improved. Initial: _____

I understand that the COVID-19 pandemic is a fluid situation and that the Market may make changes to its operating procedures at any time in its discretion and I agree to comply with any changes to the operating procedures. Initial: _____

I affirm that have read Derry Homegrown Farm & Artisan Market's "Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19" and understand its terms, and by signing this agreement, I agree to the release of liability as stated and implied in this agreement, and I agree to comply with all the requirements of the Market.

Every staff member working your booth must have signed "Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19" on file with Derry Homegrown Farm & Artisan Market. Anyone under the age of 18 must have this Waiver signed by a parent or guardian.

*Required

*Signed _____

*Print Name _____

*Company Name _____

*Title/Position _____

*Dated _____ (MM/DD/YYYY)

If under 18:

*Parent or Guardian's Name _____

*Parent or Guardian's Signature _____

VENDOR ACKNOWLEDGMENT

I/We hereby accept the terms and conditions as set forth by the Derry Homegrown Farm & Artisans Market and I agree to abide by all said policies.

I/We agree that prior to offering any products for sale at the market, I/We, am/will become familiar with the NH State Regulations and Town of Derry rules pertaining to my product(s) and agree to comply with all provisions required.

In addition, I/We the vendor participating in the Derry Homegrown Farm & Artisans Market, understand that individual product liability is my responsibility, and will provide a copy of my liability insurance policy with my application, if the policy's anniversary date falls during the market I/We will provide a copy of the renewed policy at that time. I/We do hereby release the Derry **Homegrown Farm & Artisan Market** and **Martingate Holdings, LLC** (Property Owner) their officials, volunteers and agents, from any liability due to my participation in the market.

I also hereby attest that I have read and will abide by the Derry Homegrown Farm & Artisans Market Policies & Procedures Guide.

Participant Name: _____

Participant Signature: _____

Date: _____

You will be notified once your application has been reviewed and a decision has been acted upon by the Derry Homegrown Farm & Artisans Market Board of Directors. Applications will not be reviewed unless all paperwork including all applicable fees (refundable if not approved), proof of insurance and applicable Town of Derry Department of Health Application have all been completed and submitted.

The Board endeavors to make all application decisions in a timely manner. We also strive to have the highest quality vendors we can find, limit overlapping product areas and put together a blend of products that will be successful for both the vendors and the Market as a whole. This can occasionally result in a decision being delayed. Not all applications will be approved. If your acceptance or non-acceptance is particularly time sensitive, feel free to email us and we will do our best to work with you.

Thank you! We look forward to your participation in the Derry Homegrown Farm & Artisans Market!



2021 Farmer's Market Vendor Application

Town of Derry
Department of Public Health
14 Manning St, Derry, NH 03038
Tel: (603) 845-5519 Fax: (603) 432-6130
Email: courtneyprovencher@derrynh.org

Submit application to the Department of Public Health by May 15 , 2021

Business Name: _____ Contact Name: _____

Cell Number: _____ Email Address: _____

Mailing address: _____

Person(s) in Charge of Food Booth: _____

Name of licensed facility where food products are prepared (if applicable): _____

REQUIRED: Copy of Food Service License (out of town) with last inspection report (within the last year).

REQUIRED: Complete list of products and food items sold to the public.

A FOOD LICENSE WILL BE ISSUED TO A FOOD VENDOR ONLY WHEN:

1. Vendor has submitted this application to the Derry Health Department, as instructed.
2. Vendor is able to demonstrate to the Department of Public Health that it will comply with all requirements detailed in the 2021 DERRY HOMEGROWN MARKET VENDOR REQUIREMENTS.

APPLICANT'S SIGNATURE: _____

TITLE: _____ DATE: _____