

**BOSTON PUBLIC MARKET ASSOCIATION (BPMA)
2011 BPMA Farmers Markets**

DEWEY SQUARE MARKET

Location: Dewey Square (across from South Station on Dewey Square Plaza, Boston, MA)

Start/End Date: Thursday, May 26th, 2011 through Tuesday, November 22nd, 2011

Days/Hours: Tuesdays and Thursdays: 11:30 AM - 6:30 PM (11:30 – 6:00 after November 6)

Set Up/Break-Down: Set-up, 10:30-11:30AM. Break-down, 6:30-7:30PM

CITY HALL PLAZA MARKET

Location: Boston City Hall Plaza, off of Cambridge Street

Start/End Date: Monday, May 23rd, 2011 – Wednesday, November 23rd, 2011 (No markets on Monday holidays – 5/30, 7/4, 9/5, 10/10)

Days/Hours: Mondays and Wednesdays: 11AM – 6PM (11-5 after November 6)

Set Up/Break-Down: Set-up: 10AM-11AM Break-down: 6PM -7PM

2011 Boston Public Market Application Checklist (these items *must* be included to complete your application):

- Completed and signed **registration and application** for participation (see attached)
- **Certificate of liability insurance** for your farm or business naming the BPMA as an additional named insured.
 - General Liability: \$1,000,000/\$2,000,000 Bodily Injury & Property Damage
 - Workers Compensation \$100,000 Per Disease/\$100,000 Per Accident/\$500,000 Policy Limit
 - Automobile Liability: \$1,000,000
- Completed and signed **list of produce and products** (see attached)
- A **current diagram, sketch or map** of all fields, orchards, greenhouses, and other properties used for production of goods to be offered at farmers markets.

2011 Market Fees:

Dewey: 52 Market days (26 Tuesdays, 26 Thursdays)

\$25/10x10 tent space per market day

\$45/10x20 tent space per market day

One space, Tuesdays **and** Thursdays = \$1300 (\$25 x 52 markets) **\$1105 with 15% pay in full discount**

Two spaces, Tuesdays **and** Thursdays = \$2340 (\$45 x 52 markets) **\$1989 with 15% pay in full discount**

One space, Tuesdays only **or** Thursdays only = \$650 (\$25 x 26 markets) **\$552.50 with 15% pay in full discount**

Two spaces, Tuesdays only **or** Thursdays only = \$1170 (\$45 x 26 markets) **\$994.50 with 15% pay in full discount**

City Hall: 50 Market days (21 Mondays, 29 Wednesdays)

\$45/full space (10x20) per market day

\$25/half space (10x10) per market day

Full space, Mondays **and** Wednesdays = \$2250 (\$45 x 50 markets) **\$1912.50 with 15% pay in full discount**

Half space, Mondays **and** Wednesdays = \$1250 (\$25 x 50 markets) **\$1062.50 with 15% pay in full discount**

Full space, Mondays only = \$945 (\$45 x 21 markets) **\$803.25 with 15% pay in full discount**

Half space, Mondays only = \$525 (\$25 x 21 markets) **\$446.25 with 15% pay in full discount**

Full space, Wednesdays only = \$1305 (\$45 x 29 markets) **\$1109.25 with 15% pay in full discount**

Half space, Wednesdays only = \$725 (\$25 x 29 markets) **\$616.25 with 15% pay in full discount**

*** DISCOUNT:** Pay in full by May 1 and receive a 15% discount on total amount due.

50% Total Payment due upon acceptance (no later than May 1)

50% Total Payment due on or before August 5th

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.

**2011 BPMA Farmers Markets
BOSTON PUBLIC MARKET ASSOCIATION (BPMA)
REGISTRATION and APPLICATION for PARTICIPATION**

Fill in all sections and mail to:
Boston Public Market Association (BPMA)
PO Box 52385
Boston, MA 02205-9761

Please note that this application is not a guarantee of participation.

I. Business Information:

BUSINESS NAME: _____

CONTACT NAME: _____ TITLE: _____

MAILING ADDRESS: _____

TOWN: _____ STATE: _____ ZIP: _____

BUSINESS ADDRESS: _____

TOWN: _____ STATE: _____ ZIP: _____

BUSINESS PHONE: _____ HOME PHONE: _____

CELL PHONE: _____ FAX: _____

EMAIL ADDRESS: _____ WEBSITE: _____

DO YOU WISH TO HAVE YOUR WEBSITE LINKED TO OURS? Yes No

II. Market Preferences:

Please indicate the markets, days and number of spaces you are applying for:

Dewey Square Market:

- One space Two spaces
- Tuesdays and Thursdays
- Tuesdays Only
- Thursdays Only

City Hall Market:

- Full space Half space
- Mondays and Wednesdays
- Mondays Only
- Wednesdays Only

Please indicate your planned dates of participation:

Dewey Square: Start date: _____ End date: _____

City Hall Plaza: Start date: _____ End date: _____

Do you need electricity? YES NO

Do you need on-site parking? YES NO

III. 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 2011 markets, and must complete a new application.

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 acres, sq. feet, or other designation of physical production facilities at each location. Please attach additional papers as needed.

Total Area Owned	Location(s)

IV. Agreement and Understanding of Application:

This Vendor Agreement (the "Agreement") governs participation at the 2011 Boston Public Market at Dewey Square and/or City Hall (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 Agreement 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 of the BPMA's Farmers' Market Policy (the "Policy") (a copy of which is attached hereto as Schedule A) applicable to Market operations. I have read and understand the Policy and this Agreement 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 Market, 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.

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 venue shall be proper solely in Suffolk County, Massachusetts.

L. Acceptance and Acknowledgement:

By my signature below, I acknowledge and accept that I have read and agree to the terms of this Vendor Application and Agreement of ten (10) pages, and Policy of five (5) pages.

Signed on this _____ day of _____, 2011.

Vendor's signature: _____

VEGETABLES	May	June	July	August	September	October	November	Supplier
Artichokes								
Asparagus								
Beans, Fava								
Beans, Italian								
Beans, Lima								
Beans, Long								
Beans, Purple								
Beans, Shell								
Beans, Snap								
Beans, Soy								
Beans, Wax								
Beets								
Bitter Melon								
Broccoli								
Broccoli, Chinese								
Broccoli, Rabe								
Broccoli, Romanesque								
Brussel Sprouts								
Carrots								
Cauliflower								
Celeriac								
Celery								
Corn								
Cucumbers								
Cucumbers, Armenian								
Cucumbers, Lemon								
Eggplant								
Fennel								
Garlic, Dried								
Garlic, Fresh								
Garlic, Scapes								
Greens (be specific)								
Arugula								
Bok Choy								
Calallo								
Chard, Rainbow								
Chard, Swiss								
Chicory								
Chinese Cabbage								
Collard Greens								
Dandelion Greens								
Endive								
Escarole								
Frisee								
Green Cabbage								
Collard Greens								
Dandelion Greens								
Huckleberry Leaf								
Huitacoche								

VEGETABLES	May	June	July	August	September	October	November	Supplier
Kale								
Lettuce								
Lemongrass								
Mesculn								
Mizuna								
Mustard Greens								
Pea Tendrils								
Radicchio								
Red Cabbage								
Spinach								
Squash Blossoms								
Tatsoi								
Other Greens:								
Kohlrabi								
Leeks								
Mushrooms								
Okra								
Onions, Dry								
Onions, Green								
Onions, Red								
Onions, White								
Onions, Yellow								
Parsnips								
Peas, Edible Pod								
Peas, Gonzo								
Peas, Shell								
Peppers, Green								
Peppers, Hot								
Peppers, Red								
Peppers, Yellow								
Potatoes								
Potatoes, Fingerling								
Potatoes, New								
Potatoes, Purple								
Potatoes, Red								
Potatoes, Russet								
Potatoes, Sweet								
Potatoes, White								
Potatoes, Yukon Gold								
Pumpkins								
Pumpkins, Vines								
Radishes								
Rhubarb								
Rutabaga								
Scallions								
Shallots								
Spinach								
Spinach, Water								
Squash								
Squash, Golden								

VEGETABLES	May	June	July	August	September	October	November	Supplier
Squash, Patty Pan								
Squash, Summer								
Squash, Winter								
Squash, Zucchini								
Tomatoes								
Tomatoes, Cherry								
Tomatoes, Green								
Tomatoes, Heirloom								
Tomatoes, Plum								
Tomatoes, Red								
Tomatoes, Tomatillos								
Tomatoes, Yellow								
Turnip								
Turnip, Macomber								

PLANTS	May	June	July	August	September	October	November	Supplier
Annuals								
Bittersweet (non-edible)								
Herbs								
Herbs, Basil								
Herbs, Cilantro								
Herbs, Dill								
Herbs, Lavender								
Herbs, Mint								
Herbs, Oregano								
Herbs, Parsley								
Herbs, Rosemary								
Herbs, Sage								
Herbs, Other								
Herbs, Dried								
Flowers, Cut								
Flowers, Dried								
House Plants								
Mums								
Perennials								
Pyracantha (non-edible)								
Potted Vegetables								
Wildflowers								

BAKED GOODS	May	June	July	August	September	October	November	Supplier
Breads, Challah								
Breads, Sourdough								
Breads, Sweet								
Breads, Tea								
Breads, Whole Wheat								
Cakes								
Cookies								
Focaccia								
Fruit Tart								
Muffins								
Pies								
Other Baked Goods								

MEATS/ AQUACULTURE	May	June	July	August	September	October	November	Supplier
Beef								
Chicken								
Fin Fish								
Pork								
Cured Meats								
Cured Fish								
Shellfish								
Crabs								
Lobster								
Other								

DAIRY and EGGS	May	June	July	August	September	October	November	Supplier
Eggs								
Milk								
Cheese								
Goat Cheese								
Goats Milk								
Yogurt								
Ice Cream								

BOSTON PUBLIC MARKET ASSOCIATION'S
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. This Boston Public Market MARKET POLICY, hereinafter "POLICY", is for use as the binding rules of the Boston Public Market at Dewey Square and at Boston City Hall Plaza (each a "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) 626-1700

EMPLOYMENT REGULATIONS
Department Of Employment & Training, (617) 626-5400

SCALES
Boston Dept 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.

1. Vendors must be registered with the market; and
2. The source of all products is identified with APPROPRIATE SIGNAGE. AT NO TIME CAN PRODUCTS BE SUPPLIED BY A DISTRIBUTOR, WHOLESALE HOUSE, OR ANY SOURCE OTHER THAN THE VENDOR.

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.

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. SET UP/DISPLAY

A. If a participating vendor is unable to attend on any given week, he or she should call the Market Manager before that market day begins. 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. Vendors should arrive at the market 30-60 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.

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

E. 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.

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.

C. 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.

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 manufactured products are not permitted in the market area without the prior approval of the Market Manager.

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.

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.

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.

2011 Market Fees:

Dewey: 52 Market days (26 Tuesdays, 26 Thursdays)

\$25/10x10 tent space per market day

\$45/10x20 tent space per market day

One space, Tuesdays **and** Thursdays = \$1300 (\$25 x 52 markets) **\$1105 with 15% pay in full discount**

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50% Total Payment due upon acceptance (no later than May 1)

50% Total Payment due on or before August 5th

*** DISCOUNT:** Pay in full by May 1 and receive a 15% discount on total amount due.

Payments:

Please mail payments to:

Boston Public Market Association

PO Box 52385

Boston, MA 02205-9761

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).

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

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 good 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 contact with BPMA with any questions at 541-521-0728 or email bostonpublicmarket@gmail.com