



Farmers' Market at Harvard Weekly Vendor Agreement and Market Rules 2020

Operated by Harvard University Dining Services and The Food Literacy Project

President and Fellows of Harvard College ("Harvard"), a Massachusetts educational and charitable corporation, and _____ hereby enter into agreement and Harvard hereby grants a license for the temporary use of a market stall on The Plaza adjacent to the Science Center subject to the terms and conditions set forth below.

I. Vendor insurance, permits, and practices

1. Throughout the term of this Agreement, Vendor will provide insurance of the following types and minimum levels of coverage:

- a. Worker's Compensation insurance with statutory limits in accordance with applicable laws, including Employer's Liability insurance with limits totaling not less than \$100,000. If sole proprietor, must evidence proof of health insurance.
- b. Commercial general liability insurance, alone or in combination with Umbrella Liability insurance, with limits totaling not less than \$500,000.
- c. Automobile Liability insurance with limits of not less than \$100,000, for any person and \$300,000 for any one accident for bodily injury including death and \$250,000 for property damage, covering all owned vehicles, hired cars and trucks, and all other non- owned vehicles.

2. Prior to the start of this agreement, Vendor will provide Harvard with certificates of insurance for each policy with appropriate coverage limits and will also name Harvard University as an additional insured on such policies, using the following information to identify Harvard as a certificate holder:

**The President and Fellows of Harvard College
1350 Massachusetts Ave., Suite 850
Cambridge, MA 02138**

3. Vendor assumes responsibility for, full awareness of, and adherence to all current federal, state, and local regulations pertaining to Vendor's operation, including but not limited to: municipal ordinances, building and health codes and OSHA regulations. Vendor will

secure and maintain all permits, licenses, and other authorizations required for the lawful management and operation of its stall.

4. Vendor assumes responsibility for the proper accounting of sales tax on meals and beverages and for all state, federal, payroll, income, or other taxes related to this Agreement. Vendor shall indemnify, defend, and hold harmless Harvard, and its respective officers, agents, employees, and members of their governing boards from and against any and all liability, action, claim, demand, loss, expense, or damage (including reasonable attorneys' fees and disbursements) caused by or arising out of any act or omission by Vendor or its officers, directors, agents, or employees in connection with its performance of this Agreement.
4. Under no circumstances will there be any financial or other obligation on the part of Harvard for any deficits generated by the Vendor in the course of operating its stall. Furthermore, Harvard shall not be responsible for any expenses related to the operation of the stall.
5. Vendor will not discriminate against any employee or applicant for employment on the basis of race, creed, color, gender, age, national origin, disability, sexual orientation, religion, political beliefs, veteran status, or national or ethnic origin.

II. Vendors will comply with City of Cambridge requirements

1. All vendors must complete the City of Cambridge farmers' market paperwork (<http://permits.cambridgema.gov/CAPSite/Public/Main>).
2. All vendors must comply with the City of Cambridge Bring Your Own Bag Ordinance – this means no plastic bags may be used; single use bags must be recyclable paper or BPI-approved compostable plastic and vendors must charge customers 10 cents each for these bags. (<https://www.cambridgema.gov/theworks/ourservices/recyclingandtrash/aboutrecycling/Businesses/bringyourownbagordinance>)
3. All vendors must adhere to all the City of Cambridge and Harvard Food Safety, Sanitation and Health requirements.

III. Market Logistics and Operations

1. All vendors new to the Harvard Farmer's Market in 2020 must attend a pre-market Zoom meeting to review market policies and programs. The Market Manager will inform returning vendors on a case-by-case basis whether or not they are required to attend. The meeting date is April 28th, 2020, 5:30-6:30pm.

2. Vendor Agreement and Market Rules must be reviewed with any employees of the market who do not attend the mandatory pre-market meeting if they will be left solely in charge.
3. Harvard will provide to the Vendor space for their market stall, communications regarding market operations, advertising and marketing for the market, and market day management.
4. Vendor will arrive at least 30 minutes before the market start time and stay until the market closes. Vendor will not begin sale until the market start time. Any changes to this schedule will be established by Harvard's Market Manager, Gwen Koch.
 - a. Weather: If and when the weather outlook is undesirable, it is up to each Vendor to determine whether or not to attend the market on a given Tuesday. Vendor will notify the Market Manager of any absences. The market as a whole will not close unless the University requests a closure on a particular date.
5. All vendors will be given space for a 10 foot by 10 foot tent. Additional 10' X 10' spaces may be reserved, if space allows, for an additional \$25 per spot per week and must be applied for and approved by the market manager ahead of time.
6. Vendors may apply to be at the market bi-weekly. If selected, these vendors will be matched with partner vendor with whom they will rotate market appearances.
7. Vendor will maintain appropriate sanitary conditions in and around its stall and haul away any refuse generated by Vendor. Vendor must have a broom and dustpan and sweep their area at the end of the market day.
8. Vendors must bring any trash with them. Harvard will not dispose of Farmers' Market trash.
9. Vendors with vehicles will enter and exit using the driveway at the Southern end of the site, using the roundabout driveway to turn around if necessary. Vendors may enter the Plaza at the corner of Kirkland and Oxford St. Vendors with vehicles approved for on-site parking will not drive or park beyond the market boundary. Vendors may not jump the curb to enter the site at any time.
10. Vehicles may not be parked on the Plaza, with an exception for vendors who have prior approval due to a health reason that necessitates vehicle access during the market (\$10/market day, will be issued a permit that must be displayed on the front dashboard). All other Vendors will unload using the roundabout driveway at the Southern end of the

site. Any vehicles on the Plaza after the market opens are subject to ticketing.

11. Any vehicles on The Plaza must have oil mats under their engines. Oil that leaks onto the plaza is the responsibility of the vendor and that vendor must pay for clean-up.
12. Bathrooms for vendors will be available near to the site.
13. No Vendor shall engage in solicitation, collection drives, political or religious activities in the market. No loud hawking of items is allowed.
14. Vendor must be courteous to other vendors, the public, and market managers at all times.
15. The market will be overseen by the Market Manger. Student employees will operate the managers' table on market days. Someone will be present at the managers table from one hour before the market starts until the end of the market. If a vendor needs something, it is their responsibility to seek out the market manager or student assistant.
16. Vendors must provide the market manager with reliable contact information for the individuals who will be present at the market.
17. Communications will be sent via email and it is the responsibility of the vendor to read and respond in a timely manner. A reliable contact must also be reachable by phone the morning of the market.
18. Vendors must submit any new product types to Cambridge Board of Health not included on their original permit application for approval. Once approval has been documented by Cambridge BOH, amended permit application/listing of new product types must be submitted to the market manager for review and approval *before* bringing to the market for sale (produce is exempt).
19. In the event of a dispute regarding any aspect of the market, the market manager shall make a decision. Any failure to abide by the market manager's decision may be sufficient grounds for excluding the Vendor from the market.

IV. Terms and Conditions of Sales

1. All farmers/producers desiring to sell items at the Market will submit a completed Farmers' Market Application and Inventory List and sign a statement indicating that they have read, understand, and agree to abide by the Rules of the Market.
2. Products sold by vendors must be grown, caught, or made by the vendor.

- a. Exceptions may be made by the market manager for items that add to the product mix or fill in gaps in supply. Permission must be granted ahead of time from the market manager.
 - b. Products sold that are not grown on the vendor's farm, caught by the vendor, or made by the vendor **MUST** be labeled with the name of where it was grown/caught/made and by whom at every market.
 - c. Products not grown/caught/made by the vendor may not account for more than 15% of total products/items available for sale.
 - d. The sale of products not grown/caught/made without permission from the market manager, or the sale of permitted items without proper labeling, will be grounds for immediate expulsion from the market.
3. All processed foods must comply with the requirements set forth by federal, state and local laws, regulations and rules, including requirements regarding labeling.
 4. Vendors who wish to sell non-agricultural products (as defined by 105 CMR 590.000) must inform the regulatory authority and obtain a Food Service Permit consistent with the type of food they are selling.
 5. All items offered for sale at the market must be first quality, unless they are expressly posted as "seconds."
 6. All farmers/producers must accept Women, Infants, and Children's Program (WIC) checks and Senior Farmers' Market Nutrition Program (SFMNP) coupons.
 7. All market Vendors must comply with the market's acceptance of Supplemental Nutrition Assistance Program (SNAP)/food stamp benefits.

V. Prices and Signs

1. Prices for all items for sale shall be posted clearly on a sign. No item shall be sold unless the price of the item is clearly displayed.
2. Prices for items shall be established only by individual Vendors.
3. Collusion among Vendors to raise or lower prices, or to exert pressure or persuasion to cause any Vendor to increase or decrease selling prices is prohibited.

4. Vendors are required to comply with all federal, state, and/or local laws and regulations. It is illegal for Vendors to fix prices or raise or lower prices (per unit of product) during the market day.
5. Any product that is not grown/caught/made by the vendor must be approved by the market manager and labeled clearly with its' location of origin.
6. Products sprayed with pesticides, commercial fertilizers or other industrial chemicals should be labeled with the most recent spray date.

VI. Market Fees

1. Weekly vendor membership fee of \$30/market. **\$600** (for 20 markets) to vend the full market season (June 9th through October 27th), or **\$300** (for 10 markets) to vend every other week. There will be no market on August 25. Checks payable to "Harvard University Dining Services."
2. All vendors will be given space for a 10 foot by 10 foot tent. Additional 10' X 10' spaces may be reserved, if space allows, for an additional \$25 per spot per week and must be applied for and approved by the market manager ahead of time.
3. Parking is not provided by the market. Vendors must arrange their own parking accommodations. Those wishing to park in the Harvard garage/lot must purchase a permit (discounted to \$10/day for weekly vendors). Contact Harvard Parking with any questions: (617) 496-7827.

VII. Vendor Safety

1. Vendor vehicles cannot be running (i.e. started, idling, etc.) inside the tents.
2. Vehicles should not idle vehicles for a period to exceed five minutes. The General Laws of Massachusetts. Part 1. Administration of The Government. Title XIV Public Ways and Work. Chapter 90. Motor Vehicles and Aircraft. Chapter 90: Section 16A. Stopped motor vehicles; operation of engine; time limit; penalty. Section 16A "No person shall cause, suffer, allow or permit the unnecessary operation of the engine of a motor vehicle while said vehicle is stopped for a foreseeable period of time in excess of five minutes"
3. All vehicles on plaza must have oil mats under their engines. Oil that leaks onto the plaza is the responsibility of the vendor and that vendor must pay for clean-up.
4. Electric outlets are provided. Vendors must bring their own electric cords approved for

outdoor use and means to hold them down so they do not pose a tripping hazard. All extension cords must be free of any cuts, nicks or damage, UL rated and Ground Fault Circuit Interrupted (GFCI) protected. Vendors must consult with the market manager before bringing additional equipment that requires power. Due to the siting at the Market, we are only able to accommodate a certain amount of power.

5. Vendor will keep generators and other internal combustion power sources separated from tents and other membrane structures by a minimum of 20 feet and shall be isolated from contact with the public by fencing, enclosure or other. Equipment and devices must be turned off when refueling. Refueling is NOT permitted during the event.

6. Displays – straw, hay or sawdust, or similar combustible items are not permitted in the Plaza tent/membrane structure

7. Vendor will not smoke tobacco within the bounds of the market.

If Vendors violate any elements of this Agreement the market manager will issue a violation. Upon the third violation the Vendor will be immediately dismissed from the market. Any grievous violations will result in immediate dismissal from the market.

Either party may terminate this Agreement without cause upon five days notice. Any such notices should be delivered to the addresses listed below. Mutually agreed termination will result in pro-rated refund of market fees.

Repeat violations and dismissal from the market will be taken into future consideration when reviewing applications for the next year.

I have read the Harvard University License Agreement and agree to abide by the Farmers' Market Policies set forth therein and agree to attend a mandatory vendor meeting.

HARVARD

Gwen Koch
65 Winthrop St.
Cambridge, MA 02138

VENDOR

Name: _____
Business name: _____
Address: _____

I will attend the following Vendor Meeting:

- Vendor Meeting on 4/28/2020 via Zoom video conference call, 5:30-6:30pm
- I am exempt from attending a meeting.

PRESIDENT AND FELLOWS
OF HARVARD COLLEGE

VENDOR (sign)

(sign) (date)

(sign) (date)