



Barnstead Area Community Farmer’s Market (BACFM)

PO Box 337, Center Barnstead, NH 03225

Email: Info@BarnsteadFarmersMarket.club Web: www.BarnsteadFarmersMarket.club

THE FARM STAND Application 2021

The **BARNSTEAD Area Community FARMERS MARKET (BACFM)** is a 501c3 nonprofit organization that supports the local area agricultural and small business entities. Since 2016, the BACFM continues to meet the growing demand for locally grown consumables and offers a one stop shopping place. “Better Together” as a community, is the main goal of our efforts. The market also supports local artisans, nonprofit organizations and craftsmen.

BACFM Board of Directors:

Lori Mahar, Chair, Volunteer Market Manager Open Vice Chair Kim Perkins, Treasurer	Anna Williams, Secretary Jill Fudala, Farm Stand Heather Marie Brown, Member	Shaun McGahey Robie Parsons, Kaitlin Dixon, Britni Lamontagne, Advisor
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THE FARM STAND: The Barnstead Farmer’s Market, THE FARM STAND was created by our Board to give our local area farmers and small business the opportunity to participate in our market via The Farm Stand. THE FARM STAND is an entity of the BACFM and will be managed under the assigned Manager and Committee.

Investment: The BACFM Board/THE FARM STAND Committee and the vendor members together are invested via this opportunity. Investment means, being involved and participating in a joint effort to endure success for the entire community.

The Barnstead Farmer’s Market, THE FARM STAND: The BACFM is offering an opportunity to Vendors to sell their local, homemade, products at THE FARM STAND. All local and homemade products must be properly labeled for sale, following NH State Regulations. All Food products MUST have a sell by date on each product. All refrigeration products MUST be licensed or USDA Certified by NH State Standards and Regulations, in order to be sold in the store; i.e. raw milk, soft cheese, meats, etc.... Foods containing acids also MUST follow state rules and regulations.

The following websites provide information that Vendors MUST adhere to:

- <https://www.agriculture.nh.gov/>
- <https://www.dhhs.nh.gov/dphs/fp/food-establishments.htm>
- <https://www.dhhs.nh.gov/dphs/fp/documents/homesteadfaq.pdf>
- <https://www.dhhs.nh.gov/dphs/fp/documents/meatpoultry-sales.pdf>

Insurance/Waiver of Liability: It is suggested that all vendors have liability insurance. However, if you do not have insurance, you are required to submit a WAIVER of Liability. (See last page, it MUST be signed and notarized) Email: info@barnsteadfarmersmarket.club for questions.

Certificate Info: BACFM/THE FARM STAND 614 Province Rd. Barnstead NH 03218. 603-269-2329.

Please **RETURN** the following 2 pages to the **BACFM PO Box 337 Ctr. Barnstead NH 03225**

APPLICATION AND AGREEMENT

The following agreement is between the Barnstead Area Community Farmer's Market (BACFM), a registered 501©3 non-profit entity in the State of NH for participation in THE FARM STAND and Please insert: Vendor name, address and phone number and email:

This agreement is a legally binding contract automatically renewed every three months. Contracts can be dissolved prior to their expiration with a 30 day written notice by either party at no cause.

Addendum A:

The named Vendor (aka Member) agree to abide by the Rules and Regulations in Addendum A to sell their products at THE FARM STAND for the agreed Membership Fee which includes management and operation expenses. The Member agrees to provide product as requested by the market and could include Pre-orders for perishable products.

Membership Annual Fee: \$25 Annual Membership/*Please include with your Application.*

Membership Year: May thru April

Membership includes: Annual Fee includes first month free (MAY); marketing, credit card expenses, participation in the POPUP Friday's, vendor spotlights, special events and the online store.

Soft Opening May 2021/ Official Start Date: June 3rd 2021/Grand Opening Event June 25th

Plus/Please choose your Fee Structure:

Monthly Rental Fees:

Non-Refrigeration:

- Counter-top (by register) or small section shelf space: \$10
- 2 ft. shelf space: \$15
- 4 ft. shelf space: \$20
- Vendor's own display/no more than 2 ft. wide: \$25

Refrigerator/Freezer:

- 2 ft. shelf space \$25
- 4 ft. shelf space: \$35

Commission Fee:

- 90% Commission/10% to the Farm Stand/Member works 1 or more shifts per month.
- 75% Commission/25% to the Farm Stand/Member does not work shifts.

THE FARM STAND Committee is responsible for managing the Members/Vendors: including payment of sales, and managing the merchandising display and products. The committee is responsible for maintaining a Point of Sale System to maintain the inventory and work with THE FARM STAND manager to ensure accurate inventory for payment and replenishing product; maintaining the fixtures and lighting; ensuring cleanliness of the store, preserving the presentation of our products; and pest control: maintaining a program that ensures rodents are not in the store eating products and leaving feces in and around the store and especially NOT for customers to see.

THE FARM STAND/Schedule *(Subject to Change)*

<i>The Farm Stand</i> Days:	Season 2021	Thursday	Friday	Saturday	Sunday
Hours:		4:00pm to 8:00pm	4:00pm to 8:00pm	1:00pm to 4:00pm	11:00am to 2:00pm
Online Orders Curbside Pickup		6:00pm to 8:00pm	6:00pm to 8:00pm	2:30pm to 3:30pm	

Winter Store Hours TBD	Friday	Saturday
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APPLICATION FOR MEMBERSHIP DEADLINE IS MARCH 15TH

Please email info@barnsteadfarmersmarket.club to make sure you receive your inventory form to submit your products for approval.

Membership Fee Enclosed: \$ _____ Ck# _____ Start Month: _____

Vendor / Organization Name: _____

Contact _____ Tel: _____ Email: _____

Address, City, State Zip: _____

Website/Facebook: _____

Category Type: Produce Baked Goods Prepared Foods Locally Made Goods Flowers Herbs
 USDA Beef/Pork/Chicken/Other Food Truck Other

Please describe your products as if you were making a *marketing post*:

SIGNATURE

Signatures: The following signatures represent that both parties have read, received, acknowledge and agree to the contents of this agreement and its addendum. This agreement automatically renews every *Three Months* if both parties agree. This agreement can be dissolved **prior to their expiration with a 30 day written notice** by either party at no cause.

 BACFM Chair (Print Name) Signature: _____ Date: _____

 Vendor Name Signature: _____ Date: _____

This is a legal binding Document.

*Please return Page 2 and 3/waiver if applicable to:
 BACFM PO Box 337 Ctr. Barnstead NH 03225*

ADDENDUM A: KEEP THIS PAGE FOR YOUR RECORDS

The following are the Rules and Regulations of Selling products through the BACFM:

1. "Native, Our Own and Local" will be defined as in RSA 426:5.
2. All products sold must have been grown or produced in New Hampshire. Any agricultural product which is not grown or produced by the seller must be labeled as to who did grow or produce it.
3. **Pricing/Labeling:** All Vendors must prominently display their prices. Products will be labeled and sold in accordance with applicable state law.
 - a. Please post prices for everything you offer for sale. The NH Market Bulletin and/or the MOFGA website offer pricing guidelines. **To sign up to receive the Weekly Bulletin email: marketbulletin@agr.nh.gov**
4. To protect the integrity and reputation of the Barnstead Farmers Market, All products shall be NH agricultural-based producers or locally made. NH agricultural-based products include but are not limited to: agricultural crafts, baked goods, dairy, eggs, fiber goods & crafts, flowers, fresh fruits & berries, herbs, honey, jams & jellies, potted plants, poultry & meat products, processed foods, seeds, syrup, vegetables, and wood crafts & products.
5. All vendors are responsible for complying with State and Federal regulations. Contact the NH Department of Agriculture, markets and foods with any questions regarding regulations.
6. NH Food Protection and Dept. of Agriculture Inspections: Please be informed that we may be visited by the New Hampshire Dept. of Agriculture, Dept. of Health and Human Services and/or the Division of Weights and Measures at any time.
7. **Issues/Concerns:** Any issues or concerns regarding the BACFM: must be addressed in writing to the board of directors. The board will respond within 7 days of receipt of the concern. If immediate reply is required, please indicate in writing. Please email all concerns to info@BarnsteadFarmersMarket.club or mail to: PO Box 337, Ctr. Barnstead NH 03225.
8. **The Farm Stand Manager:** Lori Mahar: Contact Info: lorimahar@tds.net 603-269-2329.

Inventory and Price List

All Vendors are assigned an inventory Code i.e. V1: Snow Family Farm, V2: The Little red Hen Farm etc. Then the items will be specific to the Vendor i.e. SFF1: Garlic Chip Jars \$12 SFF2: Garlic Powder Jars \$12. Inventory may look like this: V1.SFF1: Garlic Chip Jars Qty: (12). **Vendors are required to keep inventory levels at agreed amounts.**

Products: All products **must be approved at the discretion of BACFM Committee.** In an attempt to prevent the following: overlapping products, products that might be considered dangerous or offensive to the customer, and to ensure seasonally appropriate items to our customers, a marketable display that is appealing to the consumer, and to maintain the overall look and feel of THE FARM STAND, **all items must be submitted with a detailed description, image and overall size and weight.** Items not meeting the discretionary requirements for the farm stand may be removed, denied or delayed for a different season. The display, location and placement will be managed by the members of Committee, at their discretion.

Product Types: Product Types: No Copyrighted, knock-off or Trademarked items whatsoever. (I.e. no characters, or sports team logos). (If you are unsure of an item will be allowed, please contact info@barnsteadfarmersmarket.club with a photo of the item in questions.)

Homemade Items: Our farm stand represents locally made products. All products MUST be approved by our Manager/Committee.

Restocking items: All non-perishable products are restocked on a monthly basis during farm stand hours. Perishable items are checked on a bi-weekly basis. Every Sunday and Thursday during farm stand hours. **The Manager will work with you on what is selling and not selling and schedule a time to restock.**

Adding Items: If Vendors want to add more products, they must submit via email a photo and description of product. Once approved, the inventory sheet will be updated for the following 1st of month when restocking is required. SEE **PRODUCTS** for Process.

Vendor Id: All approved items will be assigned an inventory ID. i.e. V1SFF 1001. This ID must be on the labeling of all approved products. An inventory sheet will be given to each vendor for proper labeling and inventory tracking purposes. Inventory Sheets must be filled out when products are delivered. The store is responsible for keeping track of items sold. The Manager will be responsible for accuracy and reporting.

Refunds: We do not offer refunds under ANY circumstances. This includes refunds on your items. However, should a customer request a refund, they will be given your contact information for you to provide them with customer service as you see fit.

Inventory Liability: Inventory is added under THE FARM STAND with the understanding that THE FARM STAND is not held liable for any loss, theft, or breakage of items or displays.

Labeling: Please follow NH State Guidelines for all labeling requirements and also BACFM are requiring that all products have **shelf life dates** and **refrigerate after opening** information. I.e. Use by 4/1/2020, Refrigerate After Opening. All items must have the Inventory ID and Price.

Displays: Our manager/Committee is responsible for merchandizing our vendors products. Each vendor will work with our manager to obtain appropriate display materials and that both parties are in agreement.

Perishable Items: These items must be checked on a bi-weekly basis. Removing old/non-sale items with new date items is acceptable and will not affect inventory on a weekly basis. If you are adding inventory, you must get an inventory sheet from our Manager. Adding Inventory will be approved on a Weekly to end of Month basis per discretion of manager.

Non Perishable Items: These items must be checked at minimum, monthly. It is important that we see what is and what is not selling. Managers may ask you to modify pricing or changes to sell products. Our managers are experienced in this area and are not trying to insult you but to move your product.

Commission Agreement: The BACFM: Manager/Committee is responsible for setup and management of member products and agrees to sell and keep inventory counts of all products sold. Commissions are paid monthly by the 7th day of the month.

Applications: Applications are reviewed on a monthly basis.



Barnstead Area Community Farmers Market
THE FARM STAND 614 Province Rd. Barnstead NH 03218



Mailing Addr: PO Box 337, Ctr. Barnstead, NH 03225

Lori Mahar, Chair/BACFM

T: 603-269-2329 E: info@barnsteadfarmersmarket.club

BACFM / THE FARM STAND

ACCIDENT WAIVER AND RELEASE LIABILITY FORM

In consideration of my application and permitting me to participate in the BACFM, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me, THE FOLLOWING ENTITIES OR PERSONS: Barnstead Area Community Farmers Market/THE FARM STAND: 614 Province Rd. Barnstead NH 03218 and Lori Mahar, Chairperson, and any representatives, and agents, and the activity holders, sponsors, and volunteers;

(B) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in the BACFM, whether caused by the negligence of release or otherwise.

I acknowledge that BACFM and their directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf.

I understand while participating in this activity, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the activity holders, producers, sponsors, organizers, and assigns.

The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

VENDOR NAME: _____ *Person being certified.*

SIGNATURE: _____ DATE _____

State of: _____

County of _____

On this ____ day of ____, 2021, before me _____ the certifying

vendor/individual, personally appeared who acknowledged him/herself to be that said person who will be participating in the BACFM/THE FARM STAND and agrees to the forgoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.

Justice of the Peace/Notary Public

(Seal)

Commission Expiration Date: _____