



## Barnstead Area Community Farmer's Market (BACFM)

PO Box 337, Center Barnstead, NH 03225

Email: [Info@BarnsteadFarmersMarket.club](mailto:Info@BarnsteadFarmersMarket.club) Web: [www.BarnsteadFarmersMarket.club](http://www.BarnsteadFarmersMarket.club)

**Season 2020: June 13<sup>th</sup> thru September 26<sup>th</sup> 2020**

**Holiday Fair November 21<sup>st</sup> 2020**

**Barnstead Farmer's CO-OP by BACFM:** The Barnstead Farmer's CO-OP was created by our Board to give our local area farmers the opportunity to participate in the BACFM Saturday Markets. Local Farms typically work full time jobs, therefore, the weekends are usually when they work "their farm". So what a great idea to create an opportunity to bring those farmers together to sell their products at our local farmer's market.

**Committee:** CO-OP Managers: Erin Stone: The Fox and Crow Farm, and Jill Fudala, The Little Red Hen Farm; Members: Jared Hanselman, Trish Ayers, Barbara Comtois, and Bob Snow.

**Investment:** We are seeking local area farms and small businesses to invest in this opportunity. Investment means, being involved and participating in a joint effort with other farms and businesses.

**Process:** The CO-OP identifies a list of demand products that are not available every week at the farmers market. Utilizing that list, vendors are recruited who can supply that demand. The CO-OP working with vendors create a schedule of volunteering on Saturday to market those products. It may be 1 or 2 times per season. Vendors participating in the CO-OP are responsible for dropping and picking up their products on Saturday with an inventory and price list, (**See POS Info:** Addendum B). The BACFM Coordinator will collect the inventory sheets and monies and make checks payable at the next market. It is the responsibility of the participating vendor to contact Erin Stone and the volunteer(s), if there is a problem and/or cannot drop off and pick up on their Saturday. The goal of our CO-OP is to encourage working together for a common cause. Communication is a MUST!

**The Barnstead Country Store:** The BACFM is offering an opportunity to our Vendors to sell their local, homemade, products at the country store. We have an agreement with the store to manage the merchandising display and products for year 2020. 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.

Please visit the following websites to get more info on these requirements:

<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>

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 and Please insert: Vendor name, address and phone number and email:\_\_\_\_\_

This agreement is a legally binding contract that can be dissolved within a 30 day written notice by either party at no cause. The BACFM and its entity the Barnstead Farmer's CO-OP agrees to provide an investment membership in the CO-OP to the named vendor for a nominal fee of **\$25.00**. **The fee is waived for all Full Season Vendors.**

**Agreement Option One:**

Addendum A & B: The Barnstead Farmer's CO-OP

The Named Vendor agrees to abide by the BACFM By-Laws, and the Rules and Regulations set forth in Addendum A contained in this agreement. Addendum B is the agreement to attend and manage the CO-OP tent which includes working with the other members on product delivery, obtaining the inventory and price list and working with the BACFM Market Coordinator on payment arrangements. Per agreement, each Investment Member is required to attend a minimum amount of Saturday's dependent on the total number of members in the CO-OP divided by 16 weeks, from June 13<sup>th</sup> thru September 26<sup>th</sup> 2020.

**Agreement Option Two:**

Addendum C: The Barnstead Country Store.

The named Vendor agrees to abide by the Rules and Regulations in Addendum C of the agreement to sell their products at the country store for a commission rate of 25%. 20% to the Country store and 5% to the BACFM. The Barnstead Country Store agrees to write checks to BACFM on the last day of each month in the amount of 75% of Vendor total sales of the previous month, minus 3% Credit Card Fees charged per sale. The BACFM will cut checks to Vendors within 7 days.

**Signatures:** The following signatures represent that I have read, received, acknowledge and agree to the contents of this agreement and its addendums. This agreement must be renewed every year on its anniversary date if both parties agree. This agreement can be dissolved within a 30 day written notice from either parties with no cause.

---

BACFM Representative (Print Name)                      Signature:    Date:

---

Named Vendor (Print Name)                                      Signature:    Date

This is a legal binding Document.

## ADDENDUM A

The Named Farm/Vendor agrees to abide by the **RULES of the BARNSTEAD AREA COMMUNITY FARMER'S MARKET (BACFM), Barnstead, New Hampshire. Adopted January 2020**

The following rules are adopted by a majority vote of the membership present at any regularly scheduled meeting of the BACFM:

1. Market Manager is defined as Lori Mahar and communication as stated in this agreement is through the following contact tools. H# 603-269-2329 or C# 603-490-5254, [info@barnsteadfarmersmarket.club](mailto:info@barnsteadfarmersmarket.club), or BACFM/PO Box 337.Ctr Barnstead NH 03225.
2. **CO-OP Managers:** Erin Stone: Contact Info: Erin: thefoxandcrowfarm@gmail.com P: 435-0698 and Jill Fudala: LRHfarms2018@gmail.com P: 603-568-5540.
3. The greater Barnstead area is defined as a twenty-five (25) mile radius of downtown Barnstead, NH. Farmers/growers/producers beyond a 25-mile radius Applications are considered and applicant will be notified if not approved.
4. "Native, Our Own and Local" will be defined as in RSA 426:5.
5. 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.
6. **Pricing/Labeling:** A member selling to the public will 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](mailto:marketbulletin@agr.nh.gov)**
7. To protect the integrity and reputation of the Barnstead Farmers Market, it is a goal that 75% of the vendors by number shall be NH agricultural-based producers. 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.
8. **Vendor Parking:** Once unloaded, vendor parking is located at the far end of the church parking lot or across the street in the school parking lot (*preferred*). The lot on the market side is reserved for customers.
9. **Space Layout:** The market space allotment plan for Full Season Vendors will be considered permanent throughout the market season. Changes may occur and notification of space change will be made 1 week in advance. Half Season and Guest Vendors may be moved around. We do our best to keep half season vendors in one place, but it is not always available.
10. **Insurance:** Vendors will not be able to vend if there is no updated proof of insurance or a notarized liability waiver on file.
11. **Attendance:** The Market Manager needs to be notified by Wednesday before 6 pm if the vendor is not planning on attending the Saturday Market. **Day of emergency issues:** please call 603-490-5254 and leave message.
12. **Issues/Concerns:** Any issues or concerns regarding the farmer's market, staff, vendors, potential vendors etc. 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. Any issues, concerns, **must not** be addressed to the market manager, weekly market coordinator and/or board of directors, other than in writing, at any time. Vendors who express issues, concerns at the Saturday market will be subject to disciplinary action which may include temporary suspension or permanent discharge from the market without refund of fees. Please email all concerns to [info@BarnsteadFarmersMarket.club](mailto:info@BarnsteadFarmersMarket.club) or mail to: PO Box 337, Ctr. Barnstead NH 03225.
13. **Vendor Liaison:** Kim Perkins is our Vendor Liaison. You may email or call her if any issues regarding the market need to be addressed. However, all issues need to be in writing and will be addressed with the entire board. P: 603) 381-1987 E: [kim@greenappleresources.com](mailto:kim@greenappleresources.com)
14. 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. 603-271-3788
15. **Scale certification:** Anyone selling products by weight must have a scale that is legal for trade and certified by the Division of Weights and Measures, NH Dept. of Agriculture.
16. **Non-profit organizations** are invited to reserve a spot for a fund/awareness raising table, on one or more Saturdays. There is no fee. These spots are allocated on a first-come, first-served basis. No political party organizations are allowed. Email: [info@barnsteadfarmersmarket.club](mailto:info@barnsteadfarmersmarket.club) or Call Lori Mahar at 603-269-2329 to schedule.

17. 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.
18. **Selling/Leafleting:** Please conduct all your business transactions at your booth. No advertisement beyond your booth. Please no posting of political signs.
19. **Building and Grounds Rules for the Maple Street Church:** No smoking or alcohol consumption on Church property. Restrooms are available to vendors and the customers of the BACFM.
20. **Cancellation Policy:** We ask that vendors make every effort not to miss an assigned/scheduled market. Please consider finding someone to run your stand in your absence. Please let us know and perhaps we can help make arrangements. If you have an emergency on the day of the market please call Lori Mahar 603-269-2329 or cell: 603-490-5254. If you do not notify the market of your absence, you may or may not be invited back to the market.

The following signature represents that the Named Participate understands and agrees to Addendum A requirements:

---

Named Vendor (Print Name)

Signature:

Date

## ADDENDUM B

The following is an agreement between the BACFM: Barnstead Farmer's CO-OP and Farm/Vendor also known Investment Member and/or Participant in this Addendum B.

**The Agreement is as follows:** to attend and manage the CO-OP tent which includes working with the other members on product delivery, obtaining the inventory and price list and working with the BACFM Market Coordinator on payment arrangements. Per agreement, each Investment Member is required to attend a minimum amount of Saturday's dependent on the total number of members in the CO-OP divided by 16 weeks, from June 13th thru September 26th 2020.

**POS Requirements for Square Sales:** Please use the Excel Spreadsheet format, (attached in this email, if not please ask). Any rows left empty will affect the import of your items. Items that are prices per pound must be added to the bottom of the sheet. Items must be previously weighed and labeled accordingly. Please notify Erin of items that must be weighed at the time of purchase. ***You are responsible for maintaining the inventory of your items.*** You must provide an accurate accounting each week of the quantity of items being dropped off for the market. At the end of the day, we can provide you with an accounting of items sold. It will still remain your responsibility to re-count/audit your inventory to confirm accuracy. Subject to change.

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

**Participation:** Members MUST give a 30 day notice to withdraw from the agreement. Products must still be provided for the 30 days or unless those products can be replaced sooner.

**Attend and Manage the CO-OP Tent:** Each Member is responsible for obtaining the tent/tables/chairs and setting up on their assigned Saturday. The Volunteer Member(s) are responsible for contacting the product vendors for that assigned week to review the schedule time for pick-up and delivery. Weekly assignments will be made once the membership to the CO-OP is completed in the beginning of the season.

**Inventory and Price List:** Product Vendors will be assigned Inventory numbers i.e.: Snow family Farm could be assigned the following: SFF1: Garlic Chip Jars \$12 SFF2: Garlic Powder Jars \$12. The Product Vendor will be responsible for filling out the inventory sheet Inventory numbers will be given to each vendor for approved products. (See POS Info for Inventory process) and submitting with product on Saturday for Sales and accounting purposes. At the end of market, the assigned CO-OP Member will sign off on each inventory sheet and submit sheet and monies collected to Market Coordinator for payment to each product Vendor. Subject to change.

**Product Vendor:** Each Product Vendor is responsible for preparing their product for delivery the night before or morning thereof, depending on their agreement with the assigned volunteer member for that specific week. Displays, scales, extra tables and equipment needed to sell products must be arranged PRIOR to the day of the market. It is important for all BACFM: BFC members to coordinate and familiarize themselves with all products.

**Products required at the market:** It is imperative that Saturday Markets have the following products in duplicate (if possible) at the market: **Vegetables:** greens, tomatoes, cukes, Corn, peppers, onions, potatoes and when available, squash, pumpkin, cabbage, broccoli, cauliflower. ***It is important to talk with our veggies vendors to coordinate their products.*** We will be able to do this when season begins. **Meats:** USDA Beef, Chicken, Pork, Bacon, Sausage. **Miscellaneous Staples:** Eggs, Breads, Baked Goods, Jams and Jellies. **Fruit:** Strawberries, peaches, watermelon, melons etc. ***A listing of full time vendors and participating vendors will be provided to the CO-OP to coordinate the products.***

The following signature represents that the Member/Participate understands and agrees to Addendum B requirements:

---

Named Member/Participant (Print Name)

Signature:

Date

## ADDENDUM C

### The Barnstead Country Store Agreement

The Named Vendor agrees to abide by the Rules and Regulations in Addendum C of the agreement to sell their products at the country store for a commission rate of 25%. 20% to the Country store and 5% to the BACFM. The Barnstead Country Store agrees to write checks to BACFM on the last day of each month in the amount of 75% of Vendor total sales of the previous month minus a 3% credit card charge per sale. BACFM will make payments within 7 days to Vendors.

The following are the Rules and Regulations of Selling products through the BACFM: Barnstead Farmer's CO-OP at the Barnstead Country Store.

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](mailto: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: Barnstead Farmer's CO-OP or the Barnstead Country Store 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. Any issues, concerns, **must not** be addressed to any individual of the BACFM Board or its Members or the Store. Other than in writing, at any time. Vendors who express issues, concerns individually to Board or its members or the country store will be subject to disciplinary action which may include temporary suspension or permanent discharge from the Barnstead Farmer's CO-OP without refund of fees. Please email all concerns to [info@BarnsteadFarmersMarket.club](mailto:info@BarnsteadFarmersMarket.club) or mail to: PO Box 337, Ctr. Barnstead NH 03225.
8. **CO-OP Managers:** Erin Stone: Contact Info: Erin: [thefoxandcrowfarm@gmail.com](mailto:thefoxandcrowfarm@gmail.com) P: 435-0698 and Jill Fudala: [LRHfarms2018@gmail.com](mailto:LRHfarms2018@gmail.com) P: 603-568-5540.

### 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).

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

**Product Types:** Product Types: No Copyrighted, knock-off or Trademarked items whatsoever. (I.e. no characters, or sports team logos). Any violating items will be removed and a \$25 charge will be assessed per item, after 2 chances your items will be returned to you and your lease terminated, with no refunds. (If you are unsure of an item will be allowed, please contact [info@barnsteadfarmersmarket.club](mailto:info@barnsteadfarmersmarket.club) with a photo of the item in questions.)

**Homemade Items:** Our CO-OP represents locally made products. All products MUST be approved by our CO-OP Manager/Committee.

**Restocking items:** All non-perishable products are restocked on a monthly basis the night before the 1<sup>st</sup> of the month. Time for restocking is 7 to 8pm. The CO-OP Manager will work with you on what is selling and not selling. Perishable items are checked on a bi-weekly basis. Every Sunday and Thursday evening between 7 to 8pm Perishable items are restocked.

**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 1<sup>st</sup> 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 CO-OP 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 to the store under the Barnstead Farmer's CO-OP with the understanding that the CO-OP nor the Barnstead Country Store is 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 CO-OP manager 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 CO-OP Managers. 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 Barnstead Country Store agrees to allow the BACFM: Barnstead Farmer's CO-OP to setup and manage their member's products. The Country Store agrees to sell and keep inventory counts of all products sold. They also agree to pay 75% of selling price of each product minus 3% Credit Card Fees per sale. They agree to cut a check on the last day of each month to BACFM.

**Lease:** Our Leasing agreement for 2020 is a 6 month agreement starting in April and renewing in September. Our month starts on the first day of the month and ends on the last day of the month. If you decide to terminate the lease, you are required to give a 30 day notice and you MUST remove your products at minimum 7 days prior to the end of the 30 day notice. If products are left past the 30 day notice, the products become property of the Barnstead Country Store.

**Applications:** Applications are reviewed in February and March for April's leasing period and August and September for October's leasing period.

The following signature represents that the Member/Participate understands and agrees to Addendum C requirements:

---

Named Member/Participant (Print Name)

Signature:

Date