**Lowell Farmers’ Market 2018 Contract**



**Fridays, 12:00pm-5:00pm**

**July 6 -October 26**

**Lucy Larcom Park, 258 Merrimack Street**

**www.commteam.org/farmers-market**

**Submit Completed Contract To**: Susan Brittain, Deputy Division Director**|**sbrittain@commteam.org **|**978.654.4905

Community Teamwork**|** 45 Kirk St., 2nd Floor**|** Lowell, MA 01852

This Sub-Contract is between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and **Community Teamwork, Inc.** (CTI) for the period of **July 6, 2017 to October 26, 2018.**

1. **Purpose of Statement:**

The purpose of this agreement is to enter into a subcontract between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. (referred to herein as “Vendor”) and Community Teamwork, Inc. (CTI) for vending at the Lowell Farmers’ Market (LFM), located Lucy Larcom Park, 258 Merrimack Street , Lowell, MA 01852 (referred to herein as “Site”).

1. **Agreement:**
   1. Vendor has provided the Market Manager a completed LFM application with business and contact information and is responsible for updating the Market Manager if application and/or business and contact information changes during the period of this contract.
   2. Vendor will vend at the Lowell Farmers’ Market from July 6 through October 26. Vendor agrees to contact the Market Manager, at least one week in advance, with any changes or date additions. Vendor recognizes that not all requests can be accommodated and all approvals/denials are at the discretion of the Market Manager.
   3. Vendor will arrive at Site on designated date(s) and set up between 10:00am-11:45pm. Vendor will not arrive prior to 10:00am, nor sell any products prior to 12:00pm. Vendor will not drive on Site between 11:45-5:00pm. Vendor will not stop selling products prior to 5:00pm. Vendor will leave Site by 6:00pm.
   4. Vendor will only vend at the pre-designated area(s) reserved for them by the Market Manager.
   5. Vendor will keep their area(s) clean throughout the LFM hours of operation and leave the space clean upon departure. Vendor will maintain a safe area and will not place items on the ground that may pose as a tripping hazard.
   6. Vendor is responsible for providing their own signage and table(s). Tent(s) are allowed, but must be weighed down on each leg. Unweighted tents are a liability and will be taken down.
   7. **Vendor must clearly label all of their products and have visible prices.** Vendor will not falsely label or advertise any products. If Vendor is selling a bought-in product it must be labelled with place of origin.
   8. Vendor must have an available list of ingredients used for customers to view.
   9. Vendor must clearly identify any products containing or exposed to nuts and/or peanuts.
   10. If Vendor sells food products, other than fresh produce, unprocessed honey, maple syrup and farm fresh eggs, Vendor must be licensed as a retail food operation and inspected by the local health department.
   11. Vendor will abide by all Lowell Board of Health regulations when handling, processing, and selling edible goods.
   12. Prepared Food Vendors will provide a current copy of their Board of Health Certificate, ServSafe Certificate and ServSafe Allergen Certificate to the Market Manager prior to first vending date.
   13. Prepared Food Vendors will contact the City of Lowell Sr. Sanitary Code Enforcement Officer, Dave Ouellete at [douellette@lowellma.gov](mailto:douellette@lowellma.gov), with a current copy of their Board of Health Certificate, ServSafe Certificate and ServSafe Allergen Certificate.
   14. Vendor will only sell products grown or produced in New England.
   15. Vendor will follow the rules and regulations stated by the Massachusetts Department of Agriculture Resources (MDAR) when accepting coupons and/or vouchers.
   16. Vehicles must be parked off Site, but are allowed to enter the Site for the purposes of drop-off and pick-up only from 10:00am-11:45pm and 5:00pm-6:00pm. **Absolutely NO vehicles may enter or exit the Site from 11:45-5:00pm.**
   17. Vendor will pay taxes on any taxable product sold at the Lowell Farmers’ Market.
   18. The Market Manager, or a designated CTI staff member, will be available at Site from 10:00am-6:00pm. The Market Manager and CTI staff will not be responsible for any setup or cleanup of Vendor’s area(s).

III. **Payments:**

Vendor agrees to provide payment to Community Teamwork, Inc. Farmers’ Market by May 22, 2018.

$288 (16 Markets) --Paid In Full before May 25 *($18 per Market)*

$320 (16 Markets) --Paid In Two $160 Installments: May 25/ June 22 *($20 per Market)*

$25 each (5 Min) --Deposit $50 before May 25 $25 per Week Thereafter

$30 each --Paid One Week in Advance *Payments not received one week prior to reserved market date(s) will incur a $15 fee per market.*

IV. **Signatures**

By signing this agreement, the vendor agrees to abide by all outlined procedures and practices. The Market Manager, with the approval of The Division Director and CTI, has the right to terminate agreement based on vendor’s behavior and/or practices if they do not fall within the outlined rules and procedures. Please return this signature page and keep a copy of the agreement for your files.

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Agreed To By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Susan Brittain, Deputy Division Director

Community Teamwork, Inc.

Lowell Farmers’ Market

Constance Martin, Division Director

Community Teamwork, Inc.

Lowell Farmers’ Market

The Lowell Farmers’ Market is managed by the Merrimack Valley Small Business Center, a program of Community Teamwork, in collaboration with Middlesex Community College, the University of Massachusetts Lowell, and the City of Lowell – Division of Planning & Development.