



## 2019 Midland Area Farmers Market

### ***Rules & Regulations***

2019 Season Dates:

Saturday, May 4 – Wednesday, October 30

Saturdays, November 2, 9 & 16

2019 Hours:

May – October 7:00 AM – 1:00 PM

November 9:00 AM – 12:00 NOON

The Midland Area Farmers Market is managed by the 501(c)(4) non-profit: The Midland Business Alliance of Midland, Michigan.

Market Contact Information:

Market Manager: Emily Lyons

Market Master: Stephanie Frye

Office phone: 989.839.9901

Market Cell (seasonal):

989.948.0071

email: [elyons@mbami.org](mailto:elyons@mbami.org)

email:

[farmersmarket@mbami.org](mailto:farmersmarket@mbami.org)

## **1. HOW TO BECOME A VENDOR AT MIDLAND AREA FARMERS MARKET**

MAFM accepts applications from February 1 – April 22, 2019.

Read this document: It will tell you everything you need to know about selling at MAFM and help you determine if MAFM is the right fit for you.

Complete & Submit Vendor Application and all required licenses. Include supplemental materials such as photographs, promotional materials or samples (when appropriate).

Decision Process: All vendors with applications submitted by March 1 will be approved or denied by March 4. Notifications will be mailed to each applicant. Vendor applications submitted after March 1 will be notified of acceptance or denial within two weeks of submission.

## **2. VENDOR CATEGORIES/DEFINITIONS**

A vendor is an individual or business that leases space in the Market. MAFM currently leases to vendors in the following categories:

FARMER: A vendor that grows 100% of his/her own products, AND who owns, leases or operates a farm, dairy, orchard, greenhouse, nursery, poultry farm or raises livestock. This includes those who produce products made completely or predominantly of ingredients and materials grown on or gathered from the vendor's farm, dairy, orchard, garden, greenhouse, nursery, apiary or forest.

FARMER/WHOLESALE: A vendor that grows less than 100% but more than 50% of his/her own products, AND who owns, leases or operates a farm, dairy, orchard, greenhouse, nursery, poultry farm or raises livestock. This includes those who produce products made completely or predominantly of ingredients and materials grown on or gathered from the vendor's farm, dairy, orchard, garden, greenhouse, nursery, apiary or forest. No out of country products allowed.

SPECIALTY: A vendor that processes food items for resale. Specialty food products must be produced in a commercially licensed kitchen. Generally, the items must be manufactured or finished with ingredients grown in Michigan. The specialty category includes items like: processed produce, baked goods, dairy, eggs, jams, jellies, honey, syrup, sauces, coffee, meat, seafood or poultry. Please note we do not accept applications for cotton candy or syndicated or franchised products. No Multilevel Marketing products allowed.

FOOD TRUCK/CART/TENT: Any vendor that sells items prepared for immediate consumption on or off the premises via a food truck, food tent, or food cart must follow local health department rules and regulations and be licensed by the appropriate authority (e.g., Michigan Department of Agriculture, Midland County Health Department). This can include ready to eat

meals, hot foods, sandwiches, salads, cut fruit, ice cream, coffee or smoothies. Vendors are allowed either one plug space (due to limited power) or must bring a SILENT GENERATOR. Spaces are roughly 10' x 26'. If a vendor's food truck is larger than this, the vendor will be charged for additional spaces.

MAFM RESERVES THE RIGHT TO LIMIT THE NUMBER OF VENDORS AND/OR SPACES LEASED IN ALL CATEGORIES.

### **3. APPLICATION & STALL RENTAL AGREEMENT**

Application: All potential and current vendors must fill out applications annually. Daily vendors will have a one-time \$25 application fee, refundable on the vendor's first Market attendance. This will also apply towards a Daily Discount Pass. Vendors must have formal acceptance prior to selling at Market.

Stall Rental Agreement: All vendors must sign Vendor Agreements annually.

***All vendors participating in November pay the daily rate for the vendor's category.***

Right of Refusal: MAFM reserves unconditional discretion to accept or reject any MAFM vendor application.

A vendor will be permitted a maximum of two stalls annually or three stalls daily.

### **4. PRODUCT MIX/ADDITIONS**

Creating a robust shopping environment with an interesting and diverse product mix is central to MAFM's mission. MAFM does not offer exclusive rights to any vendor to sell any specific product. Market customers generally benefit from having a choice. However, if MAFM believes the number of vendors offering the same or similar products is reasonably meeting consumer demand and, if after considering various market factors it is believed that additional vendors of the specific product would not benefit the market, the selling of duplicate products by a new or returning vendor may not be allowed.

MAFM does not set pricing. Each vendor is expected to establish a fair retail value for his/her products.

### **5. ATTENDANCE**

Annual vendors are required to attend Market at least one-half of the regular season (May-October) dates and are expected to be at Market for as much of the season as possible, depending on their product(s). Each Market day, each vendor must be in his/her assigned stall space or have notified the Market Master of a delay by 6:30 AM May - October and by 8:30 AM in November. If a

vendor is not in his/her assigned stall space and has not notified the Market Master of a delay by the required time, that vendor's stall will be forfeited.

A vibrant market depends on the presence of our vendors. Vendors are expected to be at the Market every Market day and stay all day. If a vendor must leave before closing time, the Market Master must be notified in advance, and the vendor must ensure that the packing up of his/her stands, movement of materials out of the market area, and movement of vehicles does not cause a market disruption or create a safety hazard.

A vendor who misses three consecutive, unexcused Market days will lose his/her reserved space without refund. This applies to ALL vendors.

Daily vendors must check in with the Market Master the day prior to Market between noon – 3 PM. Daily vendors must leave a voicemail or text at 989.948.0071 with the vendor's intentions for the next Market day. Vendors must include the vendor's name, business, # of stalls, preferred location, special needs, etc. Daily vendors will not always receive their preferred stalls and the Market Master has full discretion in making stall assignments. Daily vendors must **leave their names and phone numbers every time they call, as it may not always be the Market Master picking up messages.** Vendors will be contacted by MAFM by end of day prior to the Market day with the vendor's stall assignment.

## **6. STALL PAYMENT**

Payment of stall fees may be made by cash, check or credit card. Credit cards can only be processed through the Midland Business Alliance "MBA" front desk by calling (989) 839.9901 or stopping in during business hours M – F 8 AM – 4:30 PM.

Daily vendors are expected to arrive at Market ready to pay for their stalls.

**Annual vendors must be paid in full by 4 PM on Monday, April 29, 2019.**

## **7. LICENSING & REGULATIONS**

Vendors are responsible for compliance with all required city, county, state, and federal regulations, licenses, permits, and certifications to sell products at the MAFM. Each vendor must include, as a part of the application packet, a copy of each pertinent license, permit, and certification for the products to be sold. Applications are not considered complete without the inclusion of all applicable licenses, permits, and certifications and will not be approved until such licenses, permits, and certifications are received.

## **8. INSURANCE**

Each vendor must carry general liability insurance in an amount of no less than five hundred thousand dollars (\$500,000) per occurrence. The policy shall name MBA as an additional insured. A copy of the Certificate of Insurance (Accord 25 form required) must be provided to the Market Manager upon the vendor's receipt of its acceptance letter. If the policy expires during the market season, the vendor is responsible for providing the Market Manager with a copy of the renewed insurance policy at the time of policy expiration. Vendors without the required insurance coverage will not be allowed to sell at Market. Vendors shall maintain vehicle insurance and any other insurance required by law. It is also recommended that vendors carry product liability coverage for the sale of products at a farmer's market.

The MBA assumes no liability for injuries or damage incurred by vendors while at Market.

### **9. MARKET CONDUCT**

Vendors are independent entrepreneurs with a common stake in creating a vibrant marketplace. MAFM expects market vendors and their staff to conduct themselves in a manner that contributes to creating a positive shopping experience for our customers. Common courtesy and respect are essential to the success of MAFM. MAFM expects market vendors to be honest and to conduct themselves in a courteous and friendly manner with other vendors, market staff, and customers. Activities that appear to violate these market rules; represent abnormal sales practices (e.g., dumping product at impractically low costs to influence competition or fixing prices between vendors); abuse customers or other vendors; or create hazardous conditions are not acceptable at Market. The Market Master will endeavor to immediately resolve issues that arise from complaints by customers or other vendors that represent an immediate safety hazard or significant detriment to the running of the Market. If the issue cannot be immediately resolved, the Market Master will consult with the Market Manager to determine a course of action. If needed, the Market Manager will formally review the circumstances and make a final determination as to disciplinary action. The determination of appropriate disciplinary action shall be made in the sole discretion of the MAFM.

“Unacceptable activities” include but are not limited to:

- Unsafe conditions or hazards created by the vendor in the sales area;
- Positioning a stand in such a way that it impedes access to other vendors;
- Creating any condition or acting in any way on Market property that detracts from the Market's appearance, overall quality or reputation;
- Smoking/vaping within 25' of Market property;

- Being under the influence of drugs or alcohol on Market property;
- Hawking or calling customers to a booth or using pressured sales tactics;
- Having live animals, other than service animals on Market property;
- Engaging in political advocacy on Market property;
- Violating the harassment, non-discrimination and /or offensive language and signage policies as defined herein;
- Voicing criticism of a fellow vendor’s products, stand, etc.; and
- Failing to treat the Market Master, Market Manager and other Market staff with respect.

## **10. WEATHER**

In the case of inclement weather, the Market Master and Market Manager may make the determination to cancel Market or close Market early. In the case of other weather-related disruptions, vendors should look for email or social media communication or contact the MBA for clarification.

## **11. ALTERNATIVE CURRENCIES**

MAFM is proud to accept several forms of “alternative currencies”. These programs are important to both the customers who benefit from additional access to fresh food and to the vendors that sell at Market. Rules and regulations vary from program to program. We recommend all eligible vendors participate with these programs, but do not mandate participation.

Bridge Card/SNAP: MAFM can accept Bridge Card and other SNAP benefits through a token distribution system at the Isabella Bank booth. Instructions and applications to accept Bridge Card tokens are available from the Market Manager or Market Master.

All participating vendors will receive and must display a sign to notify customers that Bridge Card tokens are accepted.

Double Up Food Bucks: MAFM has received a grant from Fair Food Network to offer a program that doubles the amount of money that Bridge Card/SNAP users can spend to purchase Michigan-grown fruits and vegetables.

Double Up Food Bucks runs from May 4 – November 16, 2019 and goes along with MAFM’s regular Bridge Card program. Customers who purchase any amount of Bridge Card tokens can double their benefits up to \$20 per market visit, **for Michigan-grown fruits and vegetables ONLY**.

Project FRESH: WIC Project FRESH is a program run through the Michigan Department of Health and Human Services-WIC, which makes fresh produce available to low-income, nutritionally-at-risk consumers through Michigan farmers markets.

Customers receive a booklet of coupons to be used from June 1 – October 31, 2019 **for Michigan-grown fresh fruits and vegetables ONLY.**

Senior Market FRESH: Senior Market FRESH is a program run through the Michigan Department of Health and Human Services- Aging and Adult Services, which provides low-income seniors coupons to be used for eligible foods at Michigan farmers markets.

Customers receive a booklet of coupons to be used from June 1 – October 31, 2019 **for Michigan-grown fruits and vegetables ONLY.**

Other programs may be announced from time to time.

Vendors will be reimbursed monthly, by check, for participation in any “alternative currency”. All agreements must be on file with the Market Manager prior to participation. If a vendor accepts incorrect “alternative currency” in error, the vendor will not be reimbursed.

***Vendors are prohibited from accepting alternative currencies if the vendor has not been approved to do so. Vendors are expected to educate employees on alternative currency and eligibility.***

***MAFM reserves the right to immediately fine, suspend and/or terminate vendors if MAFM observes, or receives evidence of, failure to abide by any of the program rules or intentions.***

## **12. VENDOR SPACE/STALL**

Market stalls within the structure are approximately 8' x 26' for the outer ring and 10' x 24' for the inner ring. Vehicles may only park within the confines of the stall area, and center circle parking is only allowed with permission of the Market Master.

Vendors may occupy only those stalls to which they have been assigned and for which they have paid a fee. All vendor merchandise, equipment, supplies, marketing items, and signage must be contained within the vendor's stall area and must be kept clear of walkways. Sub-leasing a stall is prohibited.

Vendors may not install or adhere any device to the Market structure. The City will install such devices as it deems appropriate in its discretion.

Propane heaters are allowed at Market but must be in good working order and free of foul odors as determined in the MAFM's sole discretion. Each vendor is encouraged to keep a fire extinguisher in the vendor's stall. Open fires are prohibited.

Electrical equipment including [but not limited to] lights, extension cords, fans and equipment used for food prep must be in good working order, as determined in the MAFM's sole discretion, and must be kept within rented stall

space, with the exception of cords plugged into available outlets. MAFM doesn't provide any electrical equipment. Cord covers may be available at the Market Master's discretion.

### **13. VENDOR EMPLOYEES**

Vendors' employees must comply with all Market rules. MAFM will not arbitrate any disputes on wages or working agreements.

### **14. VEHICLES & PARKING**

Vendors and their employees are required to park away from Market and the nearest lots, parking near the courthouse or in the lot near Riverside. Illegally parked vehicles will be towed.

Each vendor may park a vehicle at Market if it fits completely within that vendor's stall. MAFM reserves the right to prohibit vehicles in any stall.

No vehicles may be driven/parked in such a way that prohibits access to the bathroom entrances.

No vehicles are permitted to drive over the red brick patio area.

Vehicles that are leaking fluids may not be in any stall or elsewhere on Market property. Violators will be fined and not be permitted to reenter Market property until proof of vehicle repair has been provided to the Market Master.

Vehicles are not permitted to park parallel to the road on the outer edge of the circle. Those in non-compliance will be fined.

### **15. CLEANLINESS & TRASH HANDLING**

Vendors shall maintain all parts of their stalls in a neat and clean fashion. Vendors shall dump all trash in the provided dumpster. All cardboard must be broken down and large items must be crushed.

Stalls must be swept clean at end of day. A fine of \$50 will be imposed to cover the cost of cleaning any dirty stall as deemed necessary in the MAFM's sole discretion.

The compost area next to the dumpster is for food items ONLY.

All produce must come to Market ready for selling; cleaning or washing produce at Market is prohibited.

### **16. PUBLIC SAFETY**



Vendors must set up their market stands to minimize public safety hazards from customers and vendors. Product placement and stand set up should not present falling or collapse hazards. Shade structures, canopies, and umbrellas must be safely and sufficiently secured from set up to take down to prevent damages to property or injury to customers or vendors from falling, collapsing, or being blown by the wind. Tripping hazards in and around stands must be eliminated.

Bicycles, skateboards and scooters are prohibited on Market property for safety reasons.

If an emergency occurs near a vendor's stall, the vendor must immediately call the Market Master or 911 if the Market Master doesn't respond. The vendor must allow emergency personnel to work with the injured and not impede access to them or their removal from Market.

Vendors may not use any type of spray or aerosolize insect repellent within Market.

### ***17. MARKET MANAGEMENT***

The Market Master is responsible for administering and enforcing all MAFM rules and guidelines. In doing so, the Market Master directs and oversees vendor space assignments, overall market setup, opening and closing of the market, market data collection and information distribution, EBT and SNAP token acquisitions, market sponsored educational and entertainment activities, public safety, market cleanup, and other duties required to successfully and safely operate the MAFM. The Market Master has final authority to resolve issues arising at the Market including, but not limited to, refusing admission of vendors who arrive after Market opening; requesting immediate removal of products not in compliance with Market rules; and/or ejecting vendors not in regulatory compliance or not operating in a safe manner.

### ***18. MARKET ENTERTAINMENT & FITNESS ACTIVITIES***

From time to time, the Market Manager may arrange entertainment at the Market such as singers or other musicians. One stall may be allotted for this activity pending stall availability. The entertainers are not paid by MAFM or charged for space. However, the entertainers may accept tips and may sell music with permission from the Market Manager. The Market Manager may also use one or more stalls for healthy living or fitness-oriented activities that will be in line with the MBA and MAFM visions and goals.

### ***19. FOOD RESCUE/GLEANING***

The Midland County Emergency Food Pantry picks up extra food on scheduled dates from June - October to be distributed throughout the County. MAFM vendors are encouraged, but not required, to participate in the end of market

gleaning program by donating fresh, usable produce or other foods and products to the nonprofit organizations that will pick up the products at the end of the Market day.

## **20. PRODUCTS ALLOWED**

All products offered for sale are subject to inspection by MAFM staff, the Michigan Department of Agriculture & Rural Development, and the USDA.

MAFM allows for the sale of Michigan and U.S. grown high-quality fresh fruits, vegetables, related food items, allowable Cottage Food items, baked goods, animal proteins, plants and flowers. Soaps, body care products, and candles must be handcrafted by using seasonal ingredients from the producer-vendor's farm or another local farm. Any herbs, milk, honey, or other natural products included in the products should be grown by the producer-vendor or purchased directly from another local producer. Candles and soaps should be naturally-based from a product grown in the local area (milk, honey, etc., NO soy or other product of unknown origin). MAFM's primary focus is on agri-business and consumable products.

Plants of a known invasive species, including Purple Loosestrife (*Lythrum salicaria*), are not permitted.

All items produced under Cottage Food Law must adhere to State of Michigan labeling guidelines.

## **21. SIGNS AND WORD USE**

Each vendor must have an identification sign of no less than 2' x 3' including farm/business name and location (City/Township) in the vendor's stall every Market day or the vendor will be subject to a \$50 fine. All signage must be posted before Market opens. Vendors must have signs, boards, tags or labels listing prices of every item for sale.

Vendors with special designations must display certifications of such within the vendor's stall.

Organic: To be labeled and use the term organic, food must be produced according to national organic standards and certified by an inspection agency accredited by the USDA. Certification must be on file with the Market Manager and products must be clearly marked.

Naturally Grown: Verbiage used to describe naturally grown produce may be used only for produce grown in accordance with the requirements of the Certified Naturally Grown (CGN) program, with or without certification.

Generally, this means produce free from genetically engineered seeds, spray pesticides or synthetic fertilizer.

Farm Fresh, Fresh Picked, Home Grown, Hand Picked: These words are used to describe produce which is grown by and comes directly from the vendor's farm. Signs with these words can only be used if the vendor is the grower of the produce.

Locally Grown, Michigan-Grown: This verbiage describes produce grown in Michigan but not by the vendor. A vendor may use these words to describe produce purchased from other Michigan or local growers and resold (wholesaled) by the vendor. Vendor signs must identify the location from where the produce came.

## **22. FINES & PENALTIES**

Violations will be issued according to the following schedule:

1<sup>st</sup> violation: Written warning and possible fine

2<sup>nd</sup> violation: Applicable fine and possible suspension of Market privileges

3<sup>rd</sup> violation: Applicable fine and permanent expulsion from the Market

The severity of the violation may alter or escalate penalties. All fines and fees must be paid before a vendor will be allowed to return to the Market.

## **23. VENDOR GRIEVANCE POLICY**

Vendors with a complaint regarding any Market matter must present the issue on the Grievance Form to the Market Manager, who will address the complaint within two weeks. Any grievance about the Market Manager may be submitted on the Grievance Form to the CEO of the MBA. Grievance Forms are available from the Market Master or at the MBA office at 300 Rodd Street in Midland.

## **24. MICHIGAN FARMERS MARKET ASSOCIATION**

MAFM is a Charter Member of the Michigan Farmers Market Association [MIFMA], founded in 2007. For low cost offerings in educational programs, networking across Farmers Markets and member discounts, all vendors are encouraged to join MIFMA. See [www.mifma.org](http://www.mifma.org) for more information.

## **NON-DISCRIMINATION**

Midland Area Farmers Market (MAFM) and its vendors shall not discriminate against any employee, employment applicant or any member of the public

with respect to race, religion, national origin, gender, sexual orientation, age, veteran status, marital status, handicap or any other status or condition protected by Federal or State law, except where a bona fide occupational qualification exists. Violation of anti-discrimination laws or behavior deemed to violate such laws may result in eviction from the market with no refund.

### ***HARRASMENT***

The MBA/MAFM is committed to providing an environment that is free from harassment. All vendors and their employees are expected and required to abide by this policy. Harassment based upon an individual's race, religion, national origin, gender, sexual orientation, age, veteran status, marital status, handicap or other status or condition protected by Federal or State law will not be tolerated. Examples of such harassing behavior may include making gestures, threats, derogatory comments or slurs that may be offensive to individuals of a particular protected group; displaying derogatory objects, photographs, cartoons, calendars or posters; and sending messages by letter, note, e-mail or phone that may be offensive to individuals of a particular protected group.

Sexual harassment is behavior of a sexual nature that is unwelcome and offensive to the person or persons it targets. Examples of sexually harassing behavior may include unwanted physical contact, foul language of an offensive sexual nature, sexual propositions, sexual jokes or remarks, obscene gestures, and displays of pornographic or sexually explicit pictures, drawings, or caricatures.

If an individual feels that he or she has been harassed on the basis of his or her race, religion, national origin, gender, sexual orientation, age, veteran status, marital status, handicap or other status or condition protected by Federal or State law he or she should immediately report the matter to the Market Master. If that person is not available, or if the individual feels it would be unproductive to inform that person, the individual should immediately contact the Market Manager. Once the matter has been reported it will be promptly investigated and any necessary or advisable corrective action will be taken where appropriate. All complaints of harassment will be handled in as discreet and confidential a manner as is possible under the circumstances. MAFM takes harassment very seriously. Anyone found to be harassing, in any form, a staff member, vendor, volunteer, or customer of the market will be subject to disciplinary action including expulsion from the market.

### ***PROHIBITION ON OFFENSIVE LANGUAGE & SIGNAGE BY MARKET VENDORS***

The MAFM prohibits the display of any hate symbol by staff or vendors while on market property. The determination of whether a symbol is a “hate symbol” shall be made in the sole discretion of the MAFM.

The MAFM also prohibits the use of abusive and offensive language, including profanity, while on market property.

***Midland Area Farmers Market staff reserves the right to amend these rules and regulations at any time and all vendors will be notified in writing within 7 business days.***