



GRAND HAVEN & SPRING LAKE FARMERS MARKETS

RULES & REGULATIONS

TABLE OF CONTENTS

1. MARKET MANAGEMENT/CONTACT	PAGE 1
2. ENFORCEMENT POLICY (INTERPRETATION)	PAGE 2
3. PRODUCTS ALLOWED FOR SALE	PAGE 2
4. GRAND HAVEN FARMERS MARKET	
a. LOCATION/TIMES/DATES	PAGE 2
b. SEASONAL VENDORS	PAGE 3
c. DAILY VENDORS	PAGE 4
d. STALL DIMENSIONS/PARKING	PAGE 5
5. SPRING LAKE FARM & GARDEN MARKET	
a. LOCATION/TIMES/DATES	PAGE 5
b. SEASONAL VENDORS	PAGE 6
6. DISPLAYS, PRODUCTS, SIGNAGE	PAGE 7
7. REQUIRED LIABILITY INSURANCE	PAGE 8
8. VENDOR CONDUCT & MARKET REGULATIONS	PAGE 8
9. SUPPLEMENTAL FORMS OF PAYMENT	PAGE 9
10. NON-PROFIT ORGANIZATIONS	PAGE 9
11. PHOTO RELEASE	PAGE 9
12. HOLD HARMLESS AGREEMENT	PAGE 9

1. MARKET MANAGEMENT/CONTACT

- a. The Grand Haven Farmers Market and Spring Lake Farm & Garden Market are programs of, and are coordinated by, The Chamber of Commerce Grand Haven, Spring Lake, Ferrysburg.
 - i. A designated Chamber staff member performs the duties of the Market Master.
 1. Mary Sherman, The Chamber of Commerce
 2. 616.842.4910, 8:00 AM – 5:00 PM, Monday - Friday
 3. msherman@grandhavenchamber.org
 - ii. A Market Manager is designated by The Chamber to oversee the day-to-day operations of the Market.
 1. Christine Boeve, The Chamber of Commerce
 2. 616.422.2075
 3. christineboeve22@gmail.com
 - iii. An Intern(s) is designated by The Chamber to assist in the day-to-day operations while gaining experience.
- b. Website: www.grandhavenchamber.org/farmers-markets
- c. Facebook: www.facebook.com/GHSLFarmersMarkets
- d. Instagram: GHAChamberofCommerce

2. ENFORCEMENT OF MARKET RULES (INTERPRETATION)

- a. Market Management and The Chamber have the authority to interpret and enforce all Market rules.
- b. These rules and regulations may be changed and altered during the season. If this takes place, Market Management will be responsible to provide the updated copy to all vendors.
- c. If a vendor has a complaint against another vendor or issues with the rules and regulations, they must make a formal complaint **in writing** to the Market Manager.
- d. Enforcement procedure will follow a three-strike policy:
 - i. First violation will result in a verbal warning
 - ii. Second violation will result in a written warning
 - iii. Third violation will result in one or more of the following, determined by the Market Staff:
 1. \$100 Fine (minimum)
 2. Suspension of Market participation
 3. Loss of seniority list placement
 4. Termination of Market participation
 5. Probationary period with no violations allowed
- e. Market Management holds the authority to bypass the three-strike policy as determined by severity of the offense, resulting in immediate denial of Market vendor privileges, loss of seniority and/or loss of stall and selling privileges without refund.

3. PRODUCTS ALLOWED FOR SALE AT MARKET

- a. The Market is for the sale of Michigan home-grown, quality fresh fruits, vegetables, related food items, plants and flowers. All produce must be fresh, in season and local.
 - i. Local is defined as Michigan grown, produced or processed.
- b. Only items approved by Market Management and written on the application will be permitted.
 - i. If a vendor would like to add a product during the season, the vendor must request the addition and receive written approval from Market Staff before selling the product.
- c. The Market Management reserves the right to request the removal of unwholesome and unacceptable products and/or those products not approved/listed on the application.
- d. Cottage Law
 - i. Products produced under Michigan's Cottage Law will not be sold at the Market.
- e. Home-baked items or home-prepared foods cannot be sold unless they are prepared in a state certified/licensed kitchen. A copy of this license must be submitted with the application.
- f. Vendors claiming to grow organic products must post their organic certification at the Market and provide a copy with the application.
- g. Vendors shall not misrepresent or misbrand the quantity, quality, type or origin of food or products in any way.
- h. Flea market and craft items will not be accepted unless otherwise specified by Market Management
 - i. Vendors with art items should inquire about the Sunday Art Market through The Chamber.
- i. No one may enter the Market with intent to sell products on days other than the stated Market days.

4. GRAND HAVEN FARMERS MARKET

- a. Location, Dates & Time
 - i. The Market is located under the green canopy at Chinook Pier at the intersection of Harbor Drive and First Street in Grand Haven.



- ii. 2017 Dates:
 - 1. Saturdays, May 6 – October 28
 - 2. Wednesdays, June 7 – October 25
- iii. Official Market hours are **8:00 AM to 1:00 PM.**
 - 1. Seasonal vendors are permitted to stay late on Market days as long as the City of Grand Haven or another organization does not require them to move.
 - 2. **All vendors (seasonal and daily) are required to arrive by 7:15 AM and stay through 1:00 PM.**
- b. Seasonal Stall/Vendors
 - i. Overview
 - 1. Seasonal stall renters reserve their space for the entire season with the option of renewing their space(s) on an annual basis.
 - 2. A seasonal stall may not be sublet without written permission of The Chamber.
 - 3. Vendors are only allowed to reserve two (2) stalls. Current vendors with three (3) stalls will be allowed to keep all stalls until they cease to participate in the Market. Once participation has ended, the stalls will then revert to the two (2) stall per vendor rule.
 - ii. Attendance
 - 1. Seasonal stall renters must be in their assigned place by **7:15 AM** every Market day. If not in place by **7:15 AM**, the stall will be forfeited to Market Management for the day and may be rented to a daily vendor with no reimbursement to the seasonal vendor.
 - 2. If the seasonal vendor is going to be late, they must make prior arrangements with Market Management before **7 AM** the day of the Market. **Action will be taken after the third tardy.**
 - 3. Product display and **pricing** must be completed on all products by the opening of the market at **8:00 AM.**
 - 4. If a seasonal stall is left vacant for an entire season or payment is not received by **July 31** of the given season, the stall will revert to Market Management.
 - iii. Application & Payment Schedule
 - 1. Seasonal vendors must submit their completed application, proof of insurance (see item 7), any applicable licenses and a deposit of 50% (minimum) of their total stall payment, to The Chamber no later than **April 14.**
 - a. Space will not be reserved without payment.
 - 2. Balance is due to The Chamber no later than July 31 of the given season.
 - a. If the balance is not received by July 31 of the given season, the vendor will lose their placement on the seniority list and will not be permitted to participate in the Market until all balances are paid.
 - 3. Payment Schedule
 - a. April 14 – 50% of total stall payment
 - b. BEFORE July 31 – Remaining balance
 - iv. Seasonal Rates
 - 1. Standard Stall \$355.00
 - 2. Corner Stall \$405.00
 - 3. Grass Stall \$255.00
 - 4. Parking Per Stall \$ 21.00

Parking is reserved for the season, across Harbor Drive in the Stanco lot, **with the exception of Coast Guard Festival week.**

See item 4.d. for additional information regarding vendor parking.

- v. Moving Seasonal Stalls
 - 1. Should a seasonal stall become available after the close of a season, the seniority list will be used, in addition to items 4.b.ix.2.
 - 2. In the event a seasonal stall becomes available during the season, the spot may become a daily stall until the end of the season.
- vi. Moving from Grass to Canopy Seasonal Stalls
 - 1. Seasonal grass vendors must notify the Market Manager no later than **7:15 AM** of their request to be moved to an available canopy stall for that given day.
 - 2. They will incur a \$5.00 fee associated with moving to a canopy stall.
- vii. Obtaining an Additional Stall on a Particular Day
 - 1. Seasonal vendors who currently have one stall reserved, but wish to expand to two (2) stalls on a given Market day, must notify the Market Manager prior to **7:15 AM**. Once daily vendors are placed and space permits the seasonal vendor may be permitted to expand to two (2) stalls.
 - 2. The seasonal vendor will be charged the daily rate for rental of additional stall.
- viii. Transfer of a Seasonal Stall
 - 1. Seasonal stalls may be transferred between immediate family members and generations who are taking over the same business, but must be done so with full disclosure to Market Management. In this event, the new generation/family member will go through a year of probation and will be re-evaluated at the conclusion of the Market season.
 - 2. Should the new generation/family member disobey any of the rules set forth in this document and/or at the sole discretion of the Market Management, they may be removed from the Market.
- ix. Obtaining a Seasonal Stall
 - 1. Demand for seasonal stalls is high; therefore, a waiting list is maintained by the Market Master. Daily vendors who wish to be placed on this list should notify the Market Master and attend the Market on a regular basis as a daily vendor, for consideration.
 - 2. In the best interest of the Market as a whole and/or for the best balance at the Market, the Market Management may pick a vendor who may not be on the top of the list to fill an open stall. Market Management will consider:
 - a. Selling products grown or produced by the vendor
 - b. Active participation in the Market as a vendor, which is defined as at least 30 market days during a given season.
 - c. Product quality, display and appearance
 - d. Previous violations of Market rules and regulations
- c. Daily Stall/Vendors
 - i. Overview
 - 1. Daily vendors may rent a stall daily at the Farmers Market once they have been approved and placed on the approved daily vendor list by Market Management.
 - ii. Application
 - 1. Daily vendors should submit a completed Vendor Application, application fee, any applicable licenses, and proof of insurance (see item 7) to The Chamber by April 14.
 - a. If a Daily vendor would like to participate after April 14, they must submit a complete application and fee at least ten (10) days in advance of the day they would like to begin attending.

- ii. 2017 Dates
 - 1. Thursdays, June 1 – October 12
- iii. Official Market hours are **9:00 AM to 2:00 PM**.
 - 1. Vendors are permitted to stay late on Market days with the permission of the Market Manager and Harvest Bible Chapel.
 - 2. All vendors are required to arrive by **8:30 AM** and stay through **2:00 PM**.
- b. Seasonal Stall/Vendors
 - i. Overview
 - 1. Seasonal stall renters reserve their space for the entire season with the option of renewing their space(s) on an annual basis. Seasonal stall renters must be in their assigned place no later than **8:30 AM** every Market day.
 - 2. A seasonal stall may not be sublet without written permission of The Chamber.
 - 3. Vendors are only permitted to reserve one (1) stall.
 - ii. Attendance
 - 1. If a seasonal stall vendor is not in place by **8:30 AM**, their stall will be forfeited to Market Management for the day.
 - 2. If the seasonal stall vendor is going to be late, they must make prior arrangements with Market Management before **8:00 AM** the day of the Market. **Action will be taken after the third tardy.**
 - 3. If a seasonal stall is left vacant for an entire season or payment is not received by July 31 of the given season, the stall will revert to Market Management.
 - 4. Product display and **pricing** must be completed on all products by the opening of the Market at **9:00 AM**.
 - iii. Application & Payment Schedule
 - 1. Seasonal vendors must submit their completed application, proof of insurance (see item 7), any applicable licenses and a deposit of 50% (minimum) of the total stall payment, to The Chamber no later than April 14. Space will not be reserved without advanced payment.
 - 2. Balance is due to The Chamber no later than July 31 of the given season. If not paid by July 31, the vendor will lose their placement on the seniority list and will not be permitted to participate in the Market until all balances are paid.
 - 3. Payment Schedule
 - a. April 14 – 50% of the total stall fee
 - b. BEFORE July 31 – Remaining balance
 - iv. Rates
 - 1. Standard Stall \$190.00
 - v. Moving Seasonal Stalls
 - 1. Should a seasonal stall become available after the close of a season; the seniority list will be used, in addition to item 4.b.ix.2., to allow for moving stalls for the upcoming season.
 - vi. Transferring a Seasonal Stall
 - 1. See item 4.b.viii.
 - vii. Obtaining a Seasonal Stall
 - 1. See item 4.b.ix.
- c. Daily Stall
 - i. There are no daily stalls for rent at this time.

6. DISPLAYS, PRODUCTS & SIGNAGE

a. Display/Product Rules

- i. All food and drink shall be clean and wholesome, and shall be handled, stored, transported, offered for sale and sold in a sanitary manner, and shall be safe for human consumption.
- ii. All food requiring labeling or grading shall be in compliance with the MDARD applicable laws and regulations.

MINIMUM LABELING REQUIREMENTS:

The statement of identity (what is it?)

Name and address of the responsible party

Quantity declaration (net weight)

Ingredient list (broken down)

Lot #/Date

Font size at least 1/16"

POULTRY LABELING REQUIREMENTS EXAMPLE:

SMITH POULTRY

12345 Pasture Road

Merry, MI 49101

Product: Whole Chicken

Exempted PL 90-492

Keep Refrigerated

Weight: _____lb_____oz

Sell by _____

Include "Safe Handling Instructions": To prevent illness from bacteria: keep eggs refrigerated, cook eggs until yolks are firm, and cook foods containing eggs thoroughly.

Must also have statement: "Packaged in a facility that has not been inspected by the Department", if that applies.

- iii. Samples shall be prepared, displayed and stored in accordance with the Department of Agriculture (MDARD) guidelines.

TEMPERATURE CONTROLS:

Licensed Egg Vendor – 45 degrees F or less

Cut Melons – 41 degrees F or less for samples & sale items

Refrigerated items – 41 degrees F or less

Frozen items – no specific temperature (must be maintained in a frozen state)

Unpasteurized Apple Cider – 41 degrees F or less

Hot holding samples must be 135 degrees F or higher

Cold holding samples must be at 41 degrees F or less

- iv. Perishable food and drink and their containers shall not be displayed in direct contact with the ground.

- v. No produce, displays, signage, etc. will be allowed outside each individual vendor's area without written permission of the Market Manager. This prohibits extending displays onto walkways. Signage must be secure, so they don't fall from wind, etc., as not to cause injury or damage to vehicles/persons.
 - vi. All tents must be secured with weights of 25lbs per leg.
 - vii. All stalls must be broom cleaned before vendors leave for the day; **there should be no debris left by the vendor at the Market whatsoever.**
 - viii. No smoking in stalls or within the marketplace, unless in the confines of a vehicle.
 - ix. No water, extension cords or stands are provided.
 - x. Extension cords should not interfere with patron walkways.
- b. Signage
- i. All vendors are required to post product prices for all products in their display each Market day.
 - ii. Any vendor selling products/produce not grown/produced by them, must display signage indicating where the product originated or where the product is grown. "Michigan grown" is acceptable, "Grown by _____ Farm" is preferred.
 - iii. All vendors must display a sign with their business/farm name clearly visible to the public each Market day. Signage must be in good condition. It is recommended that the "farm sign" hang above and behind the product displays and a minimum size of 1' x 3', as to draw attention to your farm by customers.
 - iv. Food assistance signs must be displayed and turned into Market Staff after each Market. If signage is lost or damaged, a fee of \$10 will be charged to replace it.

7. REQUIRED LIABILITY INSURANCE

- a. All vendors are required to carry \$500,000.00 liability insurance for the **entire dates of the Market and should read as such at the beginning of the season.**
- b. All seasonal and daily vendors must provide current proof of liability insurance which should be on an Acord 25 General Liability Certificate form.
 - i. It must name *The Chamber of Commerce Grand Haven, Spring Lake, Ferrysburg* as additional insured.

8. VENDOR CONDUCT & MARKET REGULATIONS

- a. Participation as a vendor shall be granted or denied at the sole discretion of The Chamber/Market Management and may be revoked with or without notice or warning.
- b. All vendors are required to meet applicable rules and regulations and abide by all applicable laws of the City of Grand Haven, Spring Lake Village, the County of Ottawa, the State of Michigan and the Federal Government.
- c. Each vendor will respect the rights of other vendors and shall not interfere in their ability to sell products or produce at the Market.
- d. No hawking of products will be permitted.
- e. Vendors must be respectful of other vendors and patrons of the Market. Radios and other noise-making devices should not disturb other vendors and patrons.
- f. This Market is a retail market, not wholesale. Please establish a fair retail price, within 10% is suggested.
- g. Any vendor who does not primarily sell their own produce or who sells processed foods must first obtain a license from the Michigan Department of Agriculture and provide a copy to the Market Manager.

- h. Each Market stall must be managed and staffed at all times by at least one person of 16 years or older.
- i. Market Staff will be conducting farm visits from time to time throughout the season.

9. SUPPLEMENTAL FORMS OF PAYMENT (FOOD ASSISTANCE PROGRAMS)

- a. Vendors wishing to collect supplemental forms of payment from customers must comply with each program's stated requirements and complete an agreement with the Market Manager.
- b. Vendors should not collect or accept any alternative forms of payment if they have not been approved and do not have a signed agreement with the Market Manager or if they do not know what the program or payment form is. Loss of fees due to vendor error is the responsibility of the vendor.
- c. Food assistance signs must be displayed and turned into Market Staff after each Market. If signage is lost or damaged, a fee of \$10 will be charged to replace it.
- d. All vendors can now accept Dune Dollars (Chamber gift certificates) at no additional cost if they choose.

10. NON-PROFIT ORGANIZATIONS

- a. Organizations wishing to participate must complete the non-profit application and submit it to the Market Manager no less than three (3) weeks in advance of when they would like to participate.
- b. A designated non-profit area has been determined and is the only approved space for such organizations – a map with the location clearly identified will be sent with approval.
- c. Non-profit organizations are not permitted to sell any items that are in conflict with the current vendors at the Market including all food items.
- d. Non-profit organizations must follow all the rules and regulations laid forth in this document and those supplied by the Market Management.
- e. Non-profit organizations may only participate on Market days and may not participate more than two (2) times per season.
- f. There is a \$10 fee to participate per Market, due with the application.
- g. Any activity by any person not under contract with Market Management, such as busking, petitioning, campaigning or other public speaking must take place outside the rented Farmers Market.

11. PHOTO RELEASE AUTHORIZATION

- a. From time to time the Farmers Market will have an on-site photographer, as well as professional media outlets at the Market to help promote the Market. Photos may be taken with or without knowledge of the subject, depending on the situation. This written authorization gives the Market permission to utilize any and all photos taken at the Market for publicity and advertising purposes. By submitting an application, the vendor acknowledges that photos taken at or around their booth are acceptable and will be allowed. Vendors also give their permission for any photos/videos taken during Market hours to be used for promotional materials.

12. HOLD HARMLESS AGREEMENT

- a. By participating as a vendor, the vendor, on behalf of its heirs, successors, permitted associates and affiliates, agrees to indemnify and hold The Chamber of Commerce Grand Haven, Spring Lake, Ferrysburg, the City of Grand Haven, the Village of Spring Lake, Harvest Bible Chapel, the Market Master and the Market Manager/Interns harmless from any loss, damage, or other expense including any fees and/or litigation expenses that in any way relate to their participation in the Farmers Market as a vendor.