



# Grand Haven Farmers Market Spring Lake Farm & Garden Market 2019 Rules & Regulations

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## 1. Market Management/Contact Info

- 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.
- b. A designated Chamber staff member performs the duties of the Market Master.
  - Mary Sherman, The Chamber of Commerce
  - 616.842.4910, 8:00 AM – 5:00 PM, Monday - Friday
  - msherman@grandhavenchamber.org
- d. A Market Manager is designated by The Chamber to oversee the day-to-day operations of the Market.
  - Christine Boeve, The Chamber of Commerce
  - 616.422.2075, 7:00am—3:00pm Wednesdays, Thursdays and Saturdays **only**
  - christineboeve22@gmail.com
- e. An intern(s) is designated by The Chamber to assist in the day-to-day operations of the Markets while gaining experience.
- f. Website: [www.grandhavenchamber.org/farmers-markets](http://www.grandhavenchamber.org/farmers-markets)
- g. Facebook: **GH** = facebook.com/GrandHavenFarmersMarket **SL** = facebook.com/SLFarmGardenMarket
- h. Instagram: @grandhavenfarmersmarket and @springlakefarmersmarket

## 2. Enforcement of Market Rules

- a. Market Management and The Chamber have the authority to interpret and enforce all Market rules with safety being the #1 priority.
- b. These rules and regulations may be changed and altered during the seasons. Changes in Market traffic (due to changing seasons) may change the enforcement of certain rules.
- c. Enforcement procedure will follow a three-strike policy:
  - First violation will result in a verbal warning
  - Second violation will result in a written warning
  - Third violation will result in one or more of the following, determined by the Market Staff and/or Market Advisory Committee\*:
    - \$100 fine (minimum)
    - Suspension of Market participation
    - Loss of seniority list placement
    - Termination of Market participation
    - Probationary period with no violations allowed
- d. 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. Vendor Disputes or Complaints

- a. We encourage vendors to reach common ground together, before enlisting staff.
- b. If a vendor has a complaint against another vendor or has issues with the rules and regulations **that cannot be resolved onsite**, they must make a formal complaint **in writing** to the Market Manager, along with a **\$10 fee**. Complaints will then be processed at the next Market Advisory Committee meeting, unless the complaint is urgent.
  - Forms can be found on the Market website at [www.grandhavenchamber.org/farmers-markets](http://www.grandhavenchamber.org/farmers-markets).
  - Disputes among vendors are subject to the same three-strike policy mentioned in section 2.
  - Complaints against vendors from the public will be handled in a similar manner.

### 4. 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.
- b. "Local" is defined as Michigan grown, produced or processed.
- c. Only items approved by Market Management and disclosed on the application will be permitted.
- d. If a vendor would like to add a product during the season, the vendor **must request the addition and receive approval from Market Staff** before selling the product.
- e. Market Management reserves the right to request the removal of unwholesome and unacceptable products and/or those products not approved/listed on the application.
- f. Products produced under Michigan's Cottage Law will not be sold at the Market.
- g. 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.
- h. Vendors claiming to grow organic products must post their organic certification at the Market and provide a copy with the application.
- i. Vendors shall not misrepresent or misbrand the quantity, quality, type or origin of food or products in any way. Please do not purchase produce from a big box store and then disguise its origin. This act loses the integrity of the Market and our mission statement.
- j. No one may enter the Market with intent to sell products on days other than the stated Market days.

### 5. Grand Haven Farmers Market

- a. Location, Dates & Time
  - The Market is located under the green canopy at Chinook Pier at the intersection of Harbor Drive and First Street in Grand Haven.
  - 2019 Dates: **WE WILL BE CLOSED** Saturday, August 3, 2019 for the Coast Guard Festival Parade Day (inadequate parking)
    - Saturdays, May 4 – October 26
    - Wednesdays, June 5 – October 23
    - Official Market hours are **8:00 AM to 1:00 PM**
      - All vendors (seasonal and daily) are required to arrive by 7:15 AM and stay through 1:00 PM.
- b. Seasonal Stall Vendors (GH Market)
  - Overview
    - Seasonal stall renters reserve their space for the entire season with the option of renewing their space(s) on an annual basis.
    - A seasonal stall may not be sublet without written permission from The Chamber.
  - Attendance
    - 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 for the day and may be rented to a daily vendor with no reimbursement.
    - If the seasonal vendor is going to be late, they must make prior arrangements with Market Management by **7 AM** the day of the Market. **Action will be taken after the third tardy.**

- Product display and pricing must be completed by the opening of the Market at 8:00AM.
- If a seasonal stall is left vacant for an entire season or payment is not received by **July 19** of the given season, the stall will revert back to Market Management.
- Application & Payment Schedule
  - Seasonal vendors should submit a completed Vendor Application, application fee, any applicable licenses, a signed rules/regulation sheet and proof of insurance (see item 8) to The Chamber by **April 19**.
    - Space will not be reserved without payment.
  - Balance is due to The Chamber no later than July 19 of the given season.
    - If the balance is not received by July 19 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.
  - Payment Schedule
    - April 19 – 50% of total stall payment
    - BEFORE July 19 – Remaining balance
- Seasonal Rates
  - Standard Stall           \$360.00
  - Corner Stall             \$410.00
  - Grass Stall               \$260.00
  - 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 page 4 for additional information regarding vendor parking.
- Moving Seasonal Stalls
  - Should a seasonal stall become available after the close of a season, the seniority list will be used.
  - In the event a seasonal stall becomes available mid-season, the spot may become a daily stall until season end.
- Moving from Grass to Canopy Seasonal Stalls
  - 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.
  - They will incur a \$5.00 fee associated with moving to a canopy stall.
- Obtaining an Additional Stall on a Particular Day
  - 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 if space permits, the seasonal vendor may be permitted to expand to two (2) stalls.
  - The seasonal vendor will be charged the daily rate for rental of an additional stall.
- Stall Placement
  - The Market Manager is responsible for all vendor space and location assignments. The Market set-up shall be completed in a manner that is for the good of the overall Market experience.
- Transfer of a Seasonal Stall
  - Seasonal stalls may be transferred between 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.
  - 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.
- Obtaining a Seasonal Stall
  - Daily vendors who wish to be placed on the waiting list should notify the Market Master and attend the Market on a regular basis as a daily vendor, for consideration.
  - 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. Consideration includes:
    - Selling products grown or produced by the vendor
    - Active participation in the Market as a vendor (at least 30 market days during a given season)
    - Product quality, display and appearance
    - Previous violations (or lack thereof) of Market rules and regulations

c. Daily Stall Vendors (GH Market)

- Overview
  - 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.
- Application
  - Daily vendors should submit a completed Vendor Application, application fee, any applicable licenses, a signed rules/regulation sheet and proof of insurance (see section 8) to The Chamber by **April 19**.
    - If a daily vendor would like to participate after April 19, they must submit a complete application and fee at least ten (10) days in advance of the Market day they would like to begin attending.
    - The Market Master will notify applicants if they have been approved and are on the Approved Daily Vendor List. If this is the case, the vendor will be allowed to participate in the Market.
  - In the best interest of the Market as a whole and/or for the best balance at the Market, the Market Management reserves the right to grant or deny participation.
- Daily Rates
  - Payment is due upon stall placement, prior to set-up, to the Market Manager.
    - Wednesday Grass \$10.00
    - Saturday Grass \$15.00
    - Wednesday Canopy \$20.00
    - Saturday Canopy \$25.00
- Placement/Obtaining a Daily Stall
  - Daily vendors may not reserve a stall for any given Market day.
  - Daily vendors should report to the Market Manager no later than **7:15 AM** on the morning of the Market to place their name in the lotto drawing. At **7:15 AM**, the Market Manager will draw vendors one-by-one and place them accordingly, at the sole discretion of Market Management. Daily vendors will be notified of their placement by **7:30 AM**.
  - If a daily vendor is not present at **7:15 AM**, they will forfeit their placement.
  - Calling ahead does not give you a right to a stall; vendors must be present.
  - Daily vendors are limited to one (1) stall. If they would like to request two (2) stalls, they must notify the Market Manager prior to **7:15 AM** and will be placed after the other daily vendors.
- Stall Placement
  - The Market Manager is responsible for all vendor space and location assignments. The Market set-up shall be completed in a manner that is for the good of the overall Market experience.

d. Stall Dimensions/Parking

- Canopy Stall
  - Stalls are marked on the curb.
  - Parking
    - If it is a canopy stall, ONE vehicle may be parked within the stall. The vehicle may not extend into the flow of parking lot traffic more than 5 feet from the walkway curb into the parking lot drive. If the vehicle does not fit into the stall following the 5' rule, the vehicle must be parked in the Stanco Lot.
    - Additional staff vehicles **may not** be parked in customer parking lot or the stall, and must be moved to the Stanco Parking Lot across Harbor Drive **or be fined \$25.00**.
    - All additional staff vehicles, or vehicles that do not follow the 5' rule must be moved by **7:50 AM**.
- Grass Stalls
  - Stalls are 10' x 10'.
  - Parking
    - No vehicles are allowed on or near the grass stalls.
    - Vehicles may not be parked in customer parking, and must be moved to the Stanco Parking Lot across Harbor Drive **or be fined \$25.00**.

## 6. Spring Lake Farm & Garden Market

### a. Location, Dates & Time

- The Market is located in the Harvest Bible Chapel Parking Lot at 225 E. Exchange Street in Spring Lake.
- 2019 Dates:
  - Thursdays, June 6—October 10
  - Official Market hours are **9:00 AM to 2:00 PM.**
    - **All vendors are required to arrive by 8:30 AM and stay through 2:00 PM.**

### b. Seasonal Stall Vendors (SL Market)

- Overview
  - Seasonal stall vendors reserve their space for the entire season with the option of renewing their space(s) on an annual basis. Seasonal stall vendors must be in their assigned place no later than 8:30 AM every Market day.
  - A seasonal stall may not be sublet without written permission of The Chamber.
  - Vendors are only permitted to reserve one (1) stall.
- Attendance
  - If a seasonal stall vendor is not in place by 8:30 AM, their stall will be forfeited to Market Management for the day with no reimbursement.
  - 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.**
  - If a seasonal stall is left vacant for an entire season or payment is not received by July 19 of the given season, the stall will revert to Market Management.
  - Product display and pricing must be completed on all products by the opening of the Market at 9:00 AM.
- Application & Payment Schedule
  - Seasonal vendors should submit a completed Vendor Application, application fee, any applicable licenses, a signed rules/regulation sheet and proof of insurance (see item 8) to The Chamber by **April 19.**
  - Space will not be reserved without advanced payment.
  - Balance is due to The Chamber no later than **July 19** of the given season. If not paid by July 19, 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.
  - Payment Schedule
    - April 19– 50% of the total stall fee
    - BEFORE July 19 – Remaining balance
- Rates
  - Standard Stall           \$200.00
  - Daily Stall                 \$10.00
- Stall Placement
  - The Market Manager is responsible for all vendor space and location assignments. The Market set-up shall be completed in a manner that is for the good of the overall Market experience.
- Moving Seasonal Stalls
  - Should a seasonal stall become available after the close of a season, the seniority list will be used, in addition to the list on the bottom of page 3, to allow for moving stalls for the upcoming season.
- Transferring a Seasonal Stall
  - See page 3.
- Obtaining a Seasonal Stall
  - See page 3.
- Daily Stall
  - See page 4. Daily vendors at Spring Lake follow all of the same rules as Grand Haven daily vendors, but daily vendors at Spring Lake must arrive to be placed no later than **8:15 AM.** Cost of a Spring Lake daily stall is \$10/ time.

## 7. Displays, Products & Signage

### a. Product & Display Rules

- 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. Samples handed out must be washed per MDARD.
- All food requiring labeling or grading shall be in compliance with the MDARD applicable laws and regulations.
- Samples shall be prepared, displayed and stored in accordance with the Department of Agriculture (MDARD) guidelines.
- 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"**
- Egg Labeling Requirements:
  - **Label egg containers with the following minimum information:**
    - Name and address of the farm/vendor**
    - Sell by date (recommended not to be greater than 30 days including the date of packing) and a lot code**  
**(The sell by date may be used as a lot code)**
    - Egg cartons must not bear labeling that is false or misleading and will be deemed as misbranded**
  - **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 the statement:** "Packaged in a facility that has not been inspected by the Department of Agriculture", if that applies.
- Temperature Controls
  - Eggs – 45 degrees F or less
  - Cut melons – 41 degrees F or less for samples & sale items
  - Refrigerated items (such as butter and milk) – 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
- Perishable food and drink and their containers shall not be displayed in direct contact with the ground.
- No produce, displays, signage, etc. will be allowed outside each individual vendor's area without permission of the Market Manager. This includes extending displays onto walkways. Signage must be secure, so it does not fall from wind, etc., and cause injury or damage to vehicles/persons.
- All tents must be secured with weights of 25 pounds per leg every market day.
- 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; including produce and foliage from plants.**
- No smoking in stalls or **within 25 feet of the Market.**
- No pets allowed in or around stalls or **within 25 feet of the Market.**
- No water, extension cords or stands are provided by Market Management.
- Extension cords should not interfere with patron walkways.
- Vendors must use dumpster for large trash items; **please do not use trash cans for those items.**

### b. Signage

- All vendors are required to post product prices for **all products** in their display each Market day.
- 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.

### Signage Continued

- 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.
- Chamber of Commerce will be happy to help with the design of any signage, however The Chamber will not cover the costs of the materials. Please contact staff if you would like help or ideas.
- 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.

### 8. Required Liability Insurance

- a. All vendors are required to carry \$500,000.00 liability insurance for the **entire dates of the Market, and it 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.
- c. It must name *The Chamber of Commerce Grand Haven, Spring Lake, Ferrysburg* as additional insured.

### 9. 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 (see separate Master Contract form).
- 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.

### 10. Market Advisory Committee

- a. The Market Advisory Committee is a newly formed group (in 2018) that will meet at least twice during the 2019 season.
- b. The Committee will handle formal disputes or complaints made by vendors, Market staff and/or Market attendees. The Committee will also work to support, grow and improve the Markets.
- c. The group will be made up of Market staff, a City of Grand Haven employee, a Main Street DDA representative, a Spring Lake Village employee, community members/Market attendees, one seasonal vendor from Grand Haven, one seasonal vendor from Spring Lake and one daily vendor from Grand Haven (preferably).
  - Vendors on the Committee will be elected every two years, unless current vendors are committed to staying on and no other vendors step up to replace them.
  - Only vendors that meet the following requirements can be considered:
    - Have been a part of one or both of the Markets for at least one season.
    - Can be available for all set meetings for two consecutive years.
    - Can be available via email in the event that a decision needs to be made using that method.
    - Does not have complaints on record within the previous two seasons.
- d. Vendors that wish to be considered for a position on the Committee can self-nominate.
- e. For additional information about the Committee and availability of vendor positions, please contact Mary (Market Master).

# **PLEASE SIGN AND RETURN THIS PAGE OF THE RULES ONLY WITH YOUR COMPLETED MARKET APPLICATION**

## **Grand Haven Farmers Market and Spring Lake Farm & Garden Market Rules & Regulations Agreement**

### **11. Photo Release Authorization**

- a. Photos may be taken by Market staff or other outside sources with or without knowledge of the subject, depending on the situation. By submitting an application and signing this form, the vendor acknowledges that photos taken at or around their booth are acceptable and will be allowed. Vendors give their permission for any photos/videos taken during Market hours to be used for promotional materials.

### **12. 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. Keep a vigilant eye on yourself.
- 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 Management will be conducting farm visits from time to time throughout the season.

### **13. Hold Harmless Agreement**

- a. By participating as a vendor and signing this form, 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.

### **14. Vendor Rule & Regulations Agreement**

- a. I have read and agree to follow all of the policies outlined in this document. I understand it is my responsibility to inform my family and my employees of these policies before they sell at the Market(s) on behalf of my business.

\_\_\_\_\_  
Vendor Name (Please Print)

\_\_\_\_\_  
Vendor Business or Farm Name (Please Print)

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Date