



Grand Haven & Spring Lake Farmer's Markets 2023 Rules & Regulations

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Staffing Contact Information:

- a. The Grand Haven Farmers Market and Spring Lake Farm & Garden Market are programs of, and coordinated by, The Chamber of Commerce Grand Haven, Spring Lake, Ferrysburg.
- b. A designated Chamber staff member performs the duties of the Market Master.
 - Antoinette Bates, The Chamber of Commerce | Director of Community Events & Market Master
 - 616.842.4910 ext. 105, Monday - Friday | 8:00AM - 5PM
 - abates@grandhavenchamber.org
- c. A Market Manager is designated by The Chamber to oversee the day-to-day operations of the Markets.
 - Courtney Holmes, The Chamber of Commerce - Farmers Market Manager
 - 616.218.9601, 7:00am—3:00pm Wednesdays, Thursdays and Saturdays **only**
- e. A(n) 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

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. The 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 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 of Market participation
 - Probationary period with no violations allowed
- d. Market Management hold 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.

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 Master, 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.
 - Disputes among vendors are subject to the same three-strike policy mention in the previous section
 - Complaints against vendors from the public will be handled in a similar manner.
- c. If you have an overall market concern, feedback, or how we can better the market, please write it down and place in comment box with The Chamber at the Market.
 - You will not receive a response, & it is kept anonymous.
 - *Comments may not be in regards individuals and/or vendors.*

Products Allowed for Sale at Market

- a. The Market is for sale of Michigan home-grown, quality fresh fruits, vegetables, related food items, plants & flower. 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 *reserved the right to request the removal of* unwholesome and unacceptable products and/or those products not approved or 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 quantity, quality, type or origin of food or products in anyway. Please do not 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 & TIMES OTHER THAN THE STATED MARKET HOURS OF OPERATION.**

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.
 - 2023 Dates:
 - Saturdays, May 6 - October 28 | Wednesdays, June 7th - Farmers Conscious (Mid October)
 - Market may not occur on the Coast Guard Saturday
 - Official Market hours are **8:00am to 1:00pm**
 - All Vendors (seasonal and daily) are required to arrive by 7:15 AM and stay through 1:00 PM.
 - **Vendors must adhere to market hours. If vendors are not gone after 45 minutes of closing, a or a strike will be given.** Further action will be taken as necessary.
 - **Vendors MUST let the Market Manager know if they are going to be late or absent.**
 - *If not able to adhere, Vendors MUST communicate to the Market Manager prior 15 minutes before reporting time.*
- 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 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.
 - Product/Stall Display & Pricing must be ready & set up for customers/business by 8am (the start of Market)
 - **Action will be taken after the third tardy.**
- 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 page 7) to The Chamber by **April 14.**
 - Space will not be reserved without payment.
 - Balance is due to The Chamber no later **than April 20.**
 - **If the FULL balance is not received by April 20, 2023, the vendor will lose their placement on the seniority lost and will not be permitted to participate in the Market until all balances are paid.**
 - Payment Schedule
 - April 20 - 100% of total stall payment
- Seasonal Rates
 - Standard Stall - \$400.00
 - Corner Stall - \$500.00
 - Grass Stall - \$360.00
 - Parking is available for the season at Chinook Pier (unless development occurs), Covenant Life's Church parking lot, with **exception of Coast Guard Festival week.**
- 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 7:15AM of their request to be over 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 (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 two 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 20 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 vendor 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 Page 8) to The Chamber by **April 20**.
 - If a daily vendor would like to participate after April 20, they must submit a complete application a fee at least (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.
 - Wednesdays \$20 & Saturday \$35.00

◦ 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 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 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 food of the overall Market experience.

d. Stall Dimensions/Parking

◦ Canopy Stall

- Parking
 - If it is a canopy stall, ONE vehicle may be parked within the stall. The vehicle may not extend in to flow of parking lot traffic more than five feet from the walkway curb into the parking lot drive. If the vehicle does not fit into the stall following the five foot rule, the vehicle must be parked in the Covenant Life Parking Lot.
 - Additional staff vehicles **may not** be parked in customer parking lot or the stall, and must be moved to the Covenant Life Parking Lot across Harbor Drive **or be fined \$25.00**.
 - All additional staff vehicles, or vehicles that do not follow the five foot 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 Covenant Life Parking Lot across Harbor Drive **or fined \$25.00**.

Spring Lake Farm & Garden Market

a. Location, Dates, & Time

- **The Market is located at the new Tanglefoot Park facility at 312 W Exchange St, Spring Lake, MI 49456**
- 2023 Dates:
 - Thursdays | June 1st - October 11th
 - Official Market hours are **9:00 AM to 2:00 PM**
 - All vendors are required to arrive by 8:30 AM and stay through 2:00PM.
 - **Vendors must adhere to market hours. If vendors are not gone after 45 minutes of closing, a or a strike will be given. Further action will be taken as necessary.**
 - **Vendors MUST let the Market Manager know if they are going to be late or absent.**
 - *If not able to adhere, Vendors MUST communicate to the Market Manager prior 15 minutes before reporting time.*

b. Seasonal Stall Vendors (SL Market)

- Overview
 - Seasonal Stall vendors reserve their space for the entire season with option of renewing their space 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 8:15 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.
 - Product/stall display and pricing must be ready & set up for customers business by 9:00 AM (the start of the Market).
 - **Action will be taken after the third tardy.**
- 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 section 8) to The Chamber **April 14**.
 - Space will not be reserved without advanced payment.
 - The full balance is due on **April 14**. If not paid by April 14th, 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.
- Rates
 - Standard Stall \$200.00
 - Daily Stall \$20.00
- 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 good for the overall market experience.
- Moving Seasonal Stall
 - Should a seasonal stall become available after the close of the season, a seniority list will be used, in addition to the list of 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 the same rules as Grand Haven Daily Vendors, but daily vendors at Spring Lake must arrive to be placed no later than 8:30 AM. Cost of a Spring Lake daily stall is \$20.00/market.

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 MDARD applicable laws and regulations.
- Samples shall be prepared, displayed and stored in accordance with the Department of Agriculture (MDARD) guidelines.
 - **Market Management has the right to ban food samples, in regards to public health concerns such as COVID-19**
- Minimum Labeling Requirements:
 - **The statement of identity (what is it?)**
 - **Name and address of 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 Fahrenheit or less
 - Cut melons - 41 degrees Fahrenheit or less for samples & sale items
 - Refrigerated items (such as butter and milk) - 45 degrees Fahrenheit or less
 - Frozen items - no specific temperature (must be maintained in a frozen state)
 - Unpasteurized apple cider - 45 degrees Fahrenheit or less
 - Hot holding samples - 135 degrees Fahrenheit or higher
 - Cold holding samples - 45 degrees Fahrenheit or less
 - Perishable food and drinks 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 pets allowed in or around stalls or **within 25 feet of the Market.**
 - No water, extension cords or stands are provided by the 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.**

b. Signage

- All vendors are required to post product prices for all products in their display each Market Day.
- All 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.
- If vendor is 100% Organic, please provide proof to market staff & display signage at your stall stating products are organic
- 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 one foot by three feet, 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 have ideas.
- Signage & displays must represent your business/farm appropriately.

Required Liability Insurance

- 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.**
- All seasonal and daily vendors must provide current proof of liability insurance which should be on an Acord 25 General Liability Certificate form.
- It must name *The Chamber of Commerce - Grand Haven, Spring Lake, Ferrysburg* as additional insured.

Food Assistance Programs

- 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 Master Contract form).
- 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.
- **ALL Tokens must be counted by each vendor before turning them into the Market Manager. A maximum of \$100 per market day.**
- **All farmers must write their farm number on Senior Fresh and WIC coupons.**
- 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.**

Market Advisory Committee

- The Market Advisory Committee is a group that was formed in 2018 that meets twice each season.
- 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.
- The group will be made up of Market Management, 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, and one seasonal vendor from Spring Lake.
 - Vendors on the Committee will be elected every two years unless current vendors are committed to staying on and no other vendor steps 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.
- Vendors that wish to be considered for a position on the Committee can self-nominate.
- For additional information about the committee, please contact Antoinette (Market Master)

COVID-19

- Due to the COVID-19 pandemic Market Rules & Regulations may change to protect the health and safety of Market Vendors, Staff, & Customers.



Grand Haven & Spring Lake Farmer's Markets 2023 Rules & Regulations Agreement

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

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 permissions for any photos/videos taken during market hours to be used for promotional materials.

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 & regulations and abide by all applicable laws of The City of Grand Haven, Spring Lake Village, Ottawa County, 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 sell 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.

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 The Chamber of Commerce - Grand Haven, Spring Lake, Ferrysburg, the City of Grand Haven, the Village of Spring Lake, Tanglefoot Parke, the Market Master, 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.

Vendor Rule & Regulations Agreement

a. I have read and agree to follow all of the policies outline in this document as well in response to COVID-19. I understand that it my responsibility to inform my family and 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