



Grand Haven Farmers Market 2025 Rules & Regulations

Mission Statement: The Grand Haven Farmers Market (The Market) is managed by The Chamber of Commerce Grand Haven, Spring Lake, Ferrysburg (The Chamber) to provide farmers and small business owners an opportunity to sell their fresh, Michigan grown and/or produced foods directly to customers. The Market will act as the community gathering place to educate and encourage healthy living within our communities.

Staffing Contact Information:

1. The Grand Haven Farmers Market is a program of, and coordinated by, The Chamber of Commerce Grand Haven, Spring Lake, Ferrysburg.
2. A designated Chamber staff member will supervise the Market Manager
 - a. Kathy Betts, Director of Finance can be reached at 616-842-4910 or by emailing kbetts@grandhavenchamber.org.
3. The Market Manager is designated by The Chamber to oversee the day-to-day operations of The Market. If you are invited to our Market and you accept, you will be given the Market Manager's phone number.
 - a. Megan Tobin is the Market Manager for the Grand Haven Market on Wednesdays & Saturdays.
4. Website: www.grandhavenchamber.org/farmers-markets

Enforcement of Market Rules

1. Market Management and The Chamber have the authority to interpret and enforce all Market rules, with safety being the #1 priority.
2. The rules and regulations may be changed and altered during the season. Changes in Market traffic (due to changing seasons) may change the enforcement of certain rules.
3. The enforcement procedure will follow a **three-strike policy**:
 - a. The first violation will result in a verbal warning.
 - b. Second violation will result in one or more of the following, determined by the Market Manager and/or Market Advisory Committee:
 - i. \$100 Fine (minimum) can be deducted from any reimbursements owed
 - ii. Suspension of Market participation
 - iii. Loss of seniority of Market participation
 - iv. Probationary period with no violations allowed
 - c. Third violation will result in the vendor's removal from the Market and not being invited back.
4. 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

1. We encourage vendors to reach common ground together, before contacting staff.
2. 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. Complaints will then be processed at the next Market Advisory Committee meeting, unless the complaint is urgent.
 - a. Forms can be found on the Market website at www.grandhavenchamber.org/farmers-markets.
 - b. Disputes among vendors are subject to the same three-strike policy mentioned in the previous section.
 - c. Complaints against vendors from the public will be handled in a similar manner.

3. If you have an overall Market concern, feedback, or how we can better serve the Market, please email MarketManager@grandhavenchamber.org

Products Allowed for Sale at the Market

1. The Market is for the sale of Michigan grown, quality fresh fruits, vegetables, related food items, plants & flowers. All produce must be fresh, in-season, and local.
2. "Local" is defined as Michigan grown, produced, or processed.
3. Only items approved by Market Management and disclosed on the application will be permitted.
4. If a vendor would like to add a product during the season, the vendor **must request the addition and receive approval from the Market Manager before selling the product.**
5. Market Management *reserves the right to request the removal* of any unwholesome and unacceptable products and/or those products not approved or listed on the application.
6. Products produced under Michigan's Cottage Food Law will not be sold at the Market.
7. 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.**
8. Vendors claiming to grow organic products must post their organic certification at the Market and provide a copy with the application.
9. Vendors shall not misrepresent or misbrand quantity, quality, type, or origin of food or products in any way. Please do not purchase from a big box store and then disguise its origin. This act tarnishes the integrity of the Market and our mission statement.
10. **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

1. Location, Dates, & Time
 - a. The Market is located under the green canopy at Chinook Pier at the intersection of Harbor Drive and First Street in Grand Haven.
 - b. 2025 Dates: Saturdays, May 3 - October 25 | Wednesdays, June 4 – October 8
 - c. Official Market hours are **8:00AM to 1:00PM**
 - i. All vendors (seasonal and daily) are required to arrive by 7:15AM and stay through 1:00PM.
 - ii. **Vendors must adhere to Market hours. If vendors are still packing up after 45 minutes of closing, a strike will be given.** Further action will be taken as necessary.
 - iii. Vendors **MUST** let the Market Manager know if they are going to be late or absent.
 - iv. If unable to adhere, vendors **MUST** communicate to the Market Manager 15 minutes before reporting time.
2. Seasonal Stall Vendors (GH Market)
 - a. Overview
 - i. Seasonal stall renters reserve their space for the entire season. This does not guarantee that they will be accepted or invited again the following year.
 - ii. A seasonal stall may not be sublet without written permission from The Market Manager.
 - b. Attendance
 - i. Seasonal stall renters must be in their assigned place by **7:15AM** every Market Day. If not in place by 7:15AM, the stall will be forfeited for the day and may be rented to a daily vendor with no reimbursement.
 - ii. If the seasonal vendor is going to be late, they must make prior arrangements with Market Management by 7:00AM the day of the Market.
 - iii. Product/Stall Display & Pricing must be ready & set up for customers/business by 8:00AM (the start of the Market).
 - iv. Action will be taken after the third tardy. See page 2.
 - v. If not in place by 7:15AM without notice, the parking space is forfeited with the stall for the day.

- vi. If a stall is not occupied for **more than three market days without prior approval**, the vendor understands that the contract will be voided and the stall will be eligible for sale.
- vii. Prior notice is required for a vendor who plans to use the space in a limited capacity.
- c. Application & Payment Schedule
 - i. 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 **March 7, 2025**.
 - 1. Space will not be reserved without payment.
 - ii. Notification will be given to vendors by **March 17th**.
 - iii. Balance is due to The Chamber no later than **April 7, 2025**.
 - 1. If the FULL balance is not received by April 7, 2025, 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.
 - iv. Payment Schedule
 - 1. **April 7, 2025** - 100% of total stall payment
- d. Seasonal Rates (Wednesday and Saturday):
 - i. Standard Stall - \$400.00
 - ii. Corner Stall - \$500.00
 - iii. Grass Stall - \$300.00
 - 1. Parking is available for the season at Chinook Pier and Covenant Life Church's parking lot across the street, with the exception of JeepFest and Coast Guard Festival week.
- e. Moving Seasonal Stalls
 - i. Should a seasonal stall become available after the close of a season, the seniority list will be used.
 - ii. In the event a seasonal stall becomes available mid-season, the spot may become a daily stall until season end.
- f. Moving from Grass to Canopy Seasonal Stalls
 - i. Seasonal grass vendors must notify the Market Manager no later than 7:15AM of their request to be moved to an available canopy stall for that given day.
- g. Obtaining an Additional Stall on a Particular Day
 - i. Seasonal vendors who currently have one stall reserved but wish to expand to two stalls on a given Market day, must notify the Market Manager prior to 7:15AM. Once daily vendors are placed and if space allows, the seasonal vendor may be permitted to expand to two stalls.
 - ii. The seasonal vendor will be charged the daily rate for rental of an additional stall.
- h. Stall Placement
 - i. 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.
- i. Transfer of a Seasonal Stall
 - i. 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. If they operate under the same EIN and Insurance and product offering, no application is needed.
 - ii. The new generation/family member must comply with the Rules and Regulations outlined in this document.
- j. Obtaining a Seasonal Stall
 - i. Daily vendors who wish to be placed on the waiting list should notify the Market Manager and attend the Market on a regular basis as a daily vendor, for consideration.
 - ii. 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

3. Daily Stall Vendors

a. Overview

- i. 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.

b. Application

- i. 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 **March 7th**.
 1. If a daily vendor would like to participate after March 7th, they must submit a complete application and fee at least ten days in advance of the Market Day they would like to begin attending.
 2. The Market Manager 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 as openings are available.
- ii. In the best interest of the Market as a whole and/or for the best balance at the Market, the Market Manager reserves the right to grant or deny participation.

c. Daily Rates

- i. Payment is due upon stall placement, prior to set-up, to the Market Manager.
 1. Wednesdays \$30.00 & Saturdays \$30.00

d. Placement/Obtaining a Daily Stall

- i. Daily vendors may not reserve a stall for any given Market day.
- ii. Daily vendors are limited to one stall. If they would like to request two stalls, they must notify the Market Manager prior to 7:15AM and will be placed after the other daily vendors.
- iii. Daily vendors will be contacted after 7:30 am by the Market Manger by phone to give notice of availability. If the Daily Vendor does not respond to the call, the next vendor on the list will be contacted.
- iv. The process for determining which daily vendor will be contacted first will be:
 1. Which product is missing from the market and is there a daily vendor who sells that product? For example, there are no flower vendors attending, which daily vendor sells flowers?
 2. If multiple daily vendors can be considered, prior experience at the Market will be valued over no experience.
 3. If there are no vendors available to fill in for a specific product, prior experience with the Market will be considered over no experience.
 4. If there are no vendors selling the specific product and no vendors with prior experience at the market, the Market Manager reserves the right to use best judgement in filling any vacancies.

e. Stall Placement

- i. 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.

4. Stall Dimensions/Parking

a. Canopy Stall

i. Parking

1. If it is a canopy stall, ONE vehicle may be parked within the stall. The vehicle **may not extend into flow of traffic** more than five feet from the walkway curb into the parking lot. 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 or find parking elsewhere--outside of the parking lot.

2. Additional staff vehicles **may not** be parked in the customer parking lot or the stall and must be moved to the Covenant Life Parking Lot across Harbor Drive or receive a violation. Second violation will include a fine at minimum.
3. All additional staff vehicles, or vehicles that do not follow the five-foot rule must be moved by 7:50AM.

b. Grass Stalls

- i. The stalls are 10' x 10'.
- ii. Parking
 1. No vehicles are allowed on or near the grass stalls.
 2. Vehicles may not be parked in customer parking, and must be moved to the Covenant Life Parking Lot across Harbor Drive or receive a violation. Second violation will include a fine at minimum.
 3. If a tent is used, it must be weighed down sufficiently to always prevent any movement.

Displays, Products, & Signage

1. Product & Display Rules

- a. 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.
- b. All vendors must comply with the licensing requirements and operating guidelines of the Department of Agriculture (MDARD).
- c. All food requiring labeling or grading shall follow MDARD applicable laws and regulations.
- d. Samples shall be prepared, displayed, and stored in accordance with the Department of Agriculture (MDARD) guidelines.
 - i. Market Management has the right to ban food samples, in regards to public health concerns, such as COVID-19.
- e. Perishable food and drinks and their containers shall not be displayed in direct contact with the ground.
- f. 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.
- g. 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.**
- h. No smoking in stalls or within 25 feet of the market.
- i. No pets allowed in or around stalls or within 25 feet of the Market.
- j. No water, extension cords, or stands are provided by the Market Management.
- k. Extension cords may not interfere with patron walkways.
- l. Vendors must use a dumpster for large trash items; **please do not use trash cans for those.**

2. Signage

- a. All vendors are required to post product prices for all products in their display each Market Day.
- b. All vendors 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.
- c. If vendor is 100% Organic, please provide proof to Market Staff & display signage at your stall stating products are organic.
- d. All vendors must display a sign with their business/farm name clearly visible to the public each Market Day.

- e. 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 from customers.
- f. Signage & displays must represent your business/farm appropriately.

Required Liability Insurance

1. All vendors are required to carry \$1,000,000.00 liability insurance for **the entire dates of the Market, and it should read as such at the beginning of the season.**
2. All seasonal and daily vendors must provide current proof of liability insurance which should be on an Acord 25 General Liability Certificate form.
3. It must name The Chamber of Commerce - Grand Haven, Spring Lake, Ferrysburg as additional insured.

Food Assistance Programs

1. Vendors wishing to collect supplemental forms of payment from customers must complete the 2025 Food Assistance Program Agreement and comply with each program's training and program requirements.
2. **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.***
3. ALL Tokens must be counted by each vendor before turning them into the Market Manager. A maximum of \$100 per market day. Any tokens or vouchers not submitted by November 15th of the current season will be non-reimbursable.
4. 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

1. The Market Advisory Committee is a group that was formed in 2018 that meets twice each season, and once prior to the season to review application and rules and regulations.
2. 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.
3. The group will be made up of Market Management, a Chamber board member, community members/Market attendees, two seasonal produce vendors, and two seasonal non produce vendors.
 - a. Vendors on the Committee will be evaluated every two years.
 - b. Only vendors that meet the following requirements can be considered:
 - i. Have been a part of the Market for at least one season.
 - ii. Can be available for all set meetings for two consecutive years.
 - iii. 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.
4. Vendors that wish to be considered for a position on the Committee can self-nominate.
5. For additional information about the Committee, please contact Megan Tobin, Market Manager, MTobin@grandhavenchamber.org.

COVID-19 and Health Emergencies

1. Due to the COVID-19 pandemic or other health emergencies, Market Rules & Regulations may change to protect the health and safety of Market vendors, staff, & customers.



Grand Haven Farmers Market 2025 Rules & Regulations Agreement

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

Photo Release Authorization

1. 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.

Vendor Conduct & Market Regulations

1. 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.
2. All vendors are required to meet applicable rules & regulations and abide by all applicable laws of The City of Grand Haven, Ottawa County, the State of Michigan, and the Federal Government.
3. Each vendor will respect the rights of other vendors and shall not interfere in their ability to sell products or produce at the Market.
4. Vendors must be respectful of other vendors and patrons of the Market. Radio and other noise-making devices should not disturb other vendors and patrons.
5. This market is a retail market, not wholesale. Please establish a fair retail price; within 10% is suggested.
6. Any vendor who does not 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.
7. Each Market stall must be managed and always staffed by at least one person of 16 years or older.
8. Market management may conduct farm visits throughout the season.
9. No signage or apparel campaigning for a particular political party or candidate during Market hours.

Hold Harmless Agreement

1. 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 Market Supervisor, The Market Managers, and 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 Rules & Regulations Agreement

- a. I have read and agree to follow all of the policies outlined in this document as well in response to COVID-19. I understand that it is 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