



# Auburn Farmers Market Rules of Operation

## 1. Market Overview

- 1.1 The following items may be sold at the Market as a Farmer/Artisan/Specialty/Craft/Retail Vendor: farm produce (fruits, vegetables, flowers, fresh meat, poultry, eggs, cheese, etc.), fresh/frozen fish, flowers and bedding plants, baked goods and other processed food items, and arts & crafts (must be handmade by the vendor selling them). This year, AFM will designate 25% of Market capacity to Retail vendors. Approved Retail items to be sold may include Pampered Chef, Tupperware, LuLaRue, and such. **All products requiring licensing must have copy of appropriate license on file with the Market. All vendors selling edible products must be labeled appropriately and must submit proof of liability insurance minimum \$500,000 policy with Auburn Farmers Market named as additional insured.** See section 6 for information pertaining to Concession (ready to eat food) vendors. **Priority goes to producers of farm goods and all vendors must produce a minimum of 80% of what they sell.**
- 1.2 The Auburn Farmers Market will be open on Tuesdays and Thursdays from 3:00 p.m. to 6:30 p.m., opening the first Tuesday in June and closing the last Thursday in September. Supervision and access to restrooms will be provided during Market hours.
- 1.3 No one may enter the Market Pavilion with intentions to sell products on any other day than the stated Market days unless they have obtained prior approval and have a signed contract on file with the Market.
- 1.4 Any activity by any person not under contract with Market Management, such as busking, petitioning, campaigning or other public speaking must take place within the Market's free speech designated areas: on the sidewalk at the South end or on the concrete traffic island at the North end. No such activity shall be allowed within the shed or the building or the parking areas of the Market. No tables, chairs or other fixtures may be set up in the free speech areas without the expressed permission of management.

## 2. Daily Producer Space Rental Procedure

- 2.1 A producer is defined as a market vendor selling products grown on his/her farm or food products made by the seller in a state certified facility. A copy of applicable licenses must be on file in market office along with a signed vendor application or registration form.

2.2 NO SHOW – All Annual vendors must be present at their space and ready for business by 4:00 p.m. Any Annual (reserved) spaces and unreserved spaces that are vacant after this time will be considered forfeited and will be granted as follows: 1) vendors with fresh produce have priority, 2) vendors producing their own edible food product, 3) non-perishable items, retail.

**2.2.1** Vendors to arrive one half hour before starting time of the Market. If they will be late, they are to inform Market Master. Vendors who are not present one-half hour before starting time and/or have not notified Market Master may have location given to another vendor.

**2.2.2** Vendors who will not be present will inform the Market Master a minimum of one hour before Market starting time so empty places will be eliminated as much as possible.

2.3 Daily space renters must have prior application approval and register with Market Manager or support staff, who will determine space availability. Daily space renters must see Market Manager or support staff before taking a space or entering selling area.

2.4 Entry into the Market with intent to sell is prohibited unless the proper Market fee is paid to the Market Manager. Payment of the daily fee entitles the seller to one market session. Daily space rates are: \$5/space/day on Tuesdays and Thursdays. Annual space rates for the Market season are Tuesdays only \$75.00, Thursdays only \$75.00, and both days \$150.00. Fees are non-refundable.

### **3. Vending Details and Conduct**

3.1 All spaces must be paid for prior to set up. No permanent structures are allowed.

3.2 Vending space will be 12'x12' in size, with a limit of two spaces per vendor once the Market reaches capacity.

3.3 Vendors are not allowed to install permanent signage anywhere on premises.

3.4 No music or radios will be allowed inside the market area by vendors.

3.5 Vendors must park their vehicles off-site and must not park in designated customer parking spaces.

3.6 Vendors are bound to official rules of the Auburn Farmers Market. Copies are available online through the market website or market office.

### **4. Annual Producer Space Rental**

4.1 New annual spaces shall be assigned at the discretion of the Market Manager with the guidance and approval of the Market Board. All new annual spaces must be producers selling at minimum of 80% of what they grow or produce themselves. New annual vendors may be subject to a farm inspection prior to being awarded an annual space.

4.2 Annual spaces will be assigned each season. Previous Annual vendors will be offered the spaces they occupied the prior year. Annual vendors must update application and insurance information each season in writing and can be mailed to the City of Auburn or delivered to the Market Manager prior to their first Market day.

- 4.3 Annual rent is due on or before May 15th of each year. Current annual rates are available on the application. This rate may be periodically adjusted pending Market Board approval. Arrangements must be made with Market Management for any annual rent that is not paid by the due date. If bill is not paid in full by the end of the market season, the vendor shall lose selling privilege and/or seniority at the Auburn Farmers Market.
- 4.4 Annual rental fees for the Market season shall be specified in the vendor letter, application, posted to the website, and on the AFM Facebook page.
- 4.5 Annual vendors wishing to rent additional spaces that are vacant for the day must get permission from Market Management and must be paid prior to set up.
- 4.6 There shall be a limit of two spaces per business, annual or daily, based on availability. Any business requiring additional space will require prior approval.
- 4.7 Annual spaces will be held for vendors until 3:30 p.m. each Market day unless prior arrangements have been made with the Market Manager or support staff. After 3:30 p.m., vacant spaces will be made available to daily vendors.
- 4.8 Market privilege is not transferable to anyone other than relatives or heirs. Relatives or heirs to the vendor may continue that vendor's seniority as long as one full season does not lapse between transfer of ownership.

## **5. Craftsperson/Artisan Vendor**

- 5.1 A craftsperson/artisan is defined as a person creating a product such as apparel, toys, jewelry, home decoration, furniture, dried flowers, pottery, candles, photography, or other fine arts. All products sold must be created by the person selling the product or a family member of that person. All vendors of such items must be pre-approved by Market Management and have an approved vendor ID card in their possession and sales tax license on file with the Market. Service items such as massage, acupuncture, etc. are not allowed at the market.
- 5.2 When Market is at capacity, craftspeople/artisans may rent a daily space at 2:30 a.m. after all perishable products have been assigned a daily space.

## **6. Retail Vendor**

- 6.1 A retail vendor is defined as an entity that sells goods such as clothing, groceries, or other goods directly to consumers through various distribution channels with the goal of earning a profit. These items are not required to be Michigan made. All vendors of such items must be pre-approved by Market Management and have an approved vendor ID card in their possession and sales tax license on file with the Market.
- 6.2 AFM offers retail vendors 25% of the overall Market space. Availability is at the Market Manager's discretion.

## **7. Concession/Food Truck Vendor**

7.1 A Concession/Food Truck, mobile kitchen, trailer, food carts, or catering truck is defined as a mobile venue that transports, prepares and sells food. Some, including ice cream trucks, sell mostly frozen or prepackaged food; others are more like restaurants-on-wheels.

7.2 Please see Food Truck Vendor Application for specific Rules and Regulations.

## **8. Vendor Conduct**

8.1 No person shall use any space not assigned to him/her by the Market Management. Any unused spaces may not be sublet. Unused spaces are forfeited to the Market Management for reassignment. Buying or selling elsewhere on Market property is prohibited.

8.2 Forespacing is prohibited. Forespacing is the act of intercepting a grower or other seller before he/she reaches the grower's Market space with an offer to buy all or part of his/her load or to influence Market prices by this method of controlling the supply or to take advantage of Market conditions and prices before the seller can become informed or to circumvent Market regulations.

8.3 No hawking, outcries or other methods of attracting the attention of customers is permitted.

8.4 Vendors must be respectful of other participants of the market. Radios and other noise-making devices are prohibited. Any ongoing noise disruptive to vendors or customers will not be tolerated.

8.5 Behavior that disparages another participant or the market, actions that unnecessarily interfere with other participant's set up, sales, or activities and any other action that in the Market Manager's determination are uncooperative in nature are prohibited.

8.6 Vendors who use inappropriate, abusive or threatening language, circulate rumors, or file false or frivolous reports that affect the reputation, integrity, or smooth operation of the market shall be subject to disciplinary enforcement action(s). (see section 9.5)

8.7 Vendors and their employees are not allowed to park in any customer parking area. Vendors must park in the designated vendor spaces. All vendors' vehicles must be operated in a safe and prudent manner. Vendor and customer cars not parked in designated areas will be ticketed and towed.

8.8 All vendors must clean the area they occupy daily. Vendors must remove all waste, rubbish or trash that they generate during the course of selling at the Market. Trash or residue from the vendor's product may not be placed in any storm sewer or in Market refuse receptacles. Renters' areas are defined by the selling area and the parking spaces directly behind their selling area.

8.9 All passageways must be kept clear. Vendor's product must remain within the confines of their space and cannot extend into Market walkways. The Market Management is responsible for removing waste, rubbish or trash in common areas of the Market. Common areas are those outside the vendor's spaces used by vendors and customers, including but not limited to restrooms and parking areas.

8.10 Market vendors must comply with all identification and signage requirements as identified by Market

Management and must comply with all licensing as required by law. **\*See the Auburn Farmers Market Signage Guidelines at the end of this document.**

- 8.11 All goods offered for sale by weight must be weighed on approved scales in full view of the customer, if requested.
- 8.12 Products offered for sale must not be over-faced, misbranded or misrepresented in any way. All products offered for sale must conform to Federal and State grading and local health laws. If vendor is found in violation of this rule, please refer to “Product Challenge” procedures. Product Challenge Forms are available from the Market Manager and must be submitted with a \$100 deposit on the same day the violation is observed. The Auburn Farmers Market will conduct investigation as conditions permit to make a determination on the product challenge. If the challenged vendor is found to be in violation with these rules, that vendor may be fined, suspended or removed from the market at the discretion of the Board of Directors.
- 8.13 No animals are permitted at the Market except to assist individuals with disabilities. Vendors may not bring their pets to the market.
- 8.14 No materials may be attached to the market spaces or alterations made to Market spaces without permission of Market Management. No signs or banners may extend past the furthest post of a space.

## **9. Interpretation & Enforcement Procedure**

- 9.1 The Market Manager and the Market Board shall have the authority to interpret and enforce the Market rules.
- 9.2 The Market Manager and the Market Board shall resolve any disputes that arise regarding Market operation, signage discrepancies, or product challenge and may require that descriptions of disputes be submitted in writing. See Signage guidelines and product challenge sheet at the end of the document.
- 9.3 The Market Manager may deny a vendor the privilege of selling at the Market on any given Market day for misrepresentation of products, poor quality of products or produce, nonpayment of fees, failure to comply with a direction of the Market Manager, disrupting the operation of the Market, or any other violation of the Market Rules.
- 9.4 Market Manager reserves the right to reject a vendor application if, in the Market Manager’s judgment, the produce, goods or food items are not compatible with the overall concept of the Market, or the product mix currently offered at the Market.
- 9.5 The enforcement procedure will follow a “three-strike rule”: 1) the first violation will result in a verbal warning, 2) the second violation will result in a written warning, 3) the third violation will result in suspension of Market privileges for an amount of time to be determined by Market Board based on the severity of the offense. Any vendor that receives a violation from the Department of Agriculture or Health Department will automatically receive one strike.

9.6 If a vendor accumulates 3 or more disciplinary actions in a two-year period, the Market Board has the jurisdiction to revoke market privileges and/or recommend denial of future application for vending.

9.7 Vendors who have been suspended shall forfeit rental of space(s) during suspension and may be reassigned to different spaces after the suspension is lifted.

9.8 The Market Manager, Market Board, and other authorized representative of the Market or the City of Auburn shall have the authority to cite violators.

9.9 The directions of the Market Manager, authorized representative or the Market Board must be complied with in all matters pertaining to the operation of the Market. Complaints or appeals concerning disciplinary actions may be made in writing to members of the Market Board. The directions of Market Management must be complied with until the final resolution of appeals has been made.

9.10 Rules and regulations shall be consistently applied with respect to all vendors.

## **10. Dispute Resolution**

10.1 If a Market vendor or participant or potential vendor or participant believes its rights have in some way been violated or that another vendor or participant has acted outside of its authority or in a way that it is believed such vendor or participant has been harmed the following dispute resolution steps shall be followed:

a. First, the disputing parties are encouraged to resolve their difference on a one-on-one basis with the Auburn Farmers Market designated Market Manager or designated staff serving as a facilitator, as necessary.

b. Second, if not resolved between the parties, the aggrieved party(ies) shall document its grievance in writing and submit it to the Auburn Farmers Market designated Market Board who, working with the parties, shall attempt to resolve the dispute.

c. Third, if still not resolved, the aggrieved party(ies) may appeal to the Auburn Farmers Market Board of Directors (the "DDA Board") who shall convene a subcommittee of the AFM Board (the "AFM Subcommittee"). The AFM Subcommittee shall receive the written grievance from the aggrieved party(ies) along with written reports of the Market Manager and Market Board describing each of their proposed resolution of the grievance. Not later than 30 days after receiving this information the AFM Subcommittee shall render its decision for resolution of the dispute which shall be final unless appealed as provided below.

During the pendency of the dispute resolution process the aggrieved party(ies) shall comply with the directives of the Market Manager. The Market Manager may prohibit an aggrieved party(ies) from participating at the Auburn Farmers Market during such period if he/she determines that such participation is detrimental to the operation of the Auburn Farmers

Market.

## AUBURN FARMERS MARKET SIGNAGE GUIDELINES

One of the values of Auburn Farmers Market is TRANSPARENCY. We believe that our customers deserve honesty in labeling practices in order to make informed decisions. Please be aware that signage rules are being enforced at the Auburn Farmers Market. The definitions are as follows:

**Homegrown:** Any produce marked “Homegrown” **MUST** be grown by the farm renting the space at the market. **ANY PRODUCTS NOT LABELED ARE ASSUMED TO BE HOMEGROWN.** Mislabeling product is a violation of market rules and subject to disciplinary action.

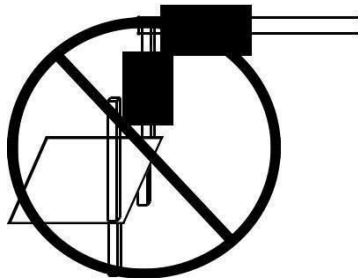
**Michigan:** Any produce not grown by the farm represented at the market but grown in Michigan **MUST** be labeled accordingly. “Michigan” is acceptable, but further description, such as a city, is strongly encouraged.

**State of Origin:** Any produce being sold from out-of-state **MUST** be labeled with the state of origin.

**Organic:** All Produce labeled “Organic” **MUST** be CERTIFIED ORGANIC.

**Vendor Identification:** All vendors must have a sign identifying their establishment. Customers deserve to know who they are purchasing from.

**Sign Orientation:** All signs must not protrude past the vertical poles at the front of the spaces



**Aisleways:** Must be kept clear and free of any potential tripping hazards. Product should not protrude further than ledge on customer side.





TO: \_\_\_\_\_

DATE: \_\_\_\_\_

SUBJECT: Signage Violation

This serves as confirmation of a verbal warning along with a written notice regarding failure to comply with FSFM signage guidelines. Specifically, [clearly state the improper signage].

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This is your opportunity to correct your non-compliant signage at Auburn Farmers Market. In order for your signage to be considered compliant, you must achieve and maintain the following signage standards, as detailed on back of this document. [see back] Any additional instances of noncompliance signage will result in the following:

1. A \$100 fine
2. A one-week suspension of vending at market
3. Loss of vending access for the remainder of the year as well as:
  - Loss of accrued seniority at FSFM
  - Vendor must reapply as a new vendor for the next season

Vendor - Signature is acknowledgement of action taken.

\_\_\_\_\_  
(Print Name) (Signature) (Date)

AFM Staff administering Warning:

\_\_\_\_\_  
(Print Name) (Signature) (Date)