



## **The Auburn Farmers Market**

**LOCATION:** 200 Jaycee Drive, Auburn, MI

**MAILING ADDRESS:** c/o Market Manager, 113 E. Elm Street, Auburn, MI 48611

### **Vendor Regulations and Rules (rev. 01/2023)**

Read these rules and regulations carefully before signing your market application. Keep a copy for your records – these rules are a part of your agreement with the Auburn Farmers Market (hereinafter “the Market”).

Please return a signed copy to the Market Manager. Failure to observe these rules and regulations may result in suspension or termination of your participation.

Correspondence - The mailing address for the Farmers Market is: 113 E. Elm St. Auburn, MI 48611.

#### **Market Season, Days & Times**

The Auburn Farmers Market season runs from the 2<sup>nd</sup> THURSDAY June until the last THURSDAY in September. Market hours are 2:00 until 6:00, with set up beginning at 1:00 pm. Vendors must be unloaded in the pavilion by 1:45 pm at the latest to participate on any given market day.

#### **Vendor Fees**

Annual Vendor Fee is \$80, when paid in advance to the season. Daily rate is \$5 for one day. Moonlight Market Vendor spaces are \$20 each. Dates and times of Special Summer Moonlight Market Events shall be set by the Market Manager.

Food Truck Vendor Fees are \$25 daily for Farmers Market and City of Auburn facilitated Special Events. Food trucks must show and post proof of Health Department licensing and liability where it can be seen plainly by the Market Manager. Food Truck Vendors must fill out the City Registration provided to them by the Market Manager but will only pay rental fees to the Farmers Market for Market and City facilitated Special Events only. The usual City of Auburn Food Truck Fee will be waived. Food trucks may not hook into the City’s electrical service and must provide their own power.

All Fees are non-refundable.

### **The Market will be governed by the Market Board of Directors**

5 - 7 members shall make up the Market Board of Directors. Members consist of a member or members of the Auburn Downtown Development Authority( DDA), one representative of the City Commission, with the remaining members appointed by the committee with the recommendation of the Market Manager. The Board meets monthly throughout the market season and as needed off season.

The Market Committee will seek to maintain product selection with appropriate numbers of vendors in the following categories.

1. Fruits/Vegetables
2. Eggs/Meats/Cheeses/Mushrooms
3. Plants/Cut Flowers
4. Baked goods, jams, jellies
5. Honey, herbs, sorghum, soaps, candles, other
6. Arts and Crafts
7. Area Nonprofit and Community Service Entities

Day to day management of the Market will be the responsibility of the Market Manager.

### **Grievance Procedures:**

The Market Board of Directors will be responsible for enforcement of the rules.

Any formal complaints or grievances should be submitted in writing to the Market Manager or to the Market Board of Directors.

Any vendor who is deemed to be not in compliance with the regulations of the Market will receive the following from the Market Committee:

- 1) First Offense = a warning for non-compliance
- 2) Second Offense = a request to vacate the premises for a designated time period.
- 3) Third Offense = banning from selling at the market for either one year or indefinitely. Reinstatement will be by application only.

Decisions of the Market Board of Directors are final in all matters involving the operation of the Market.

## **Product and Sales Regulations**

1. Participation in the Market requires the submission of an application and selection by the Market Manager and Board of Directors.
2. All products and produce sold by vendors must be locally produced or grown by the individuals, families, groups or farms. (Locally grown or produced is defined as a Michigan-produced product). Products made from locally grown produce and local animal products are allowed such as baked goods, cheese, eggs, honey, jams, jellies, soaps, oils, condiments etc.
3. In addition to agricultural, horticultural, and food items, non-edible products may be sold at the Market such as: dried flowers, dried flower arrangements, vine wreaths, gourds, body care products and beeswax candles.
4. Consignment selling is permitted whereby a vendor (grower or producer) consigns his product/produce to be sold by another vendor, provided produce/products are grown/processed locally, as defined above.
5. The Market Manager has the discretion to make allowances or exceptions for the sale of items not listed on a Vendor's application, based on the potential benefit that doing so would add to the overall appeal and attractiveness of the Market. Exceptions may include food and drink items sold by prepared food vendors.
6. Vendors are responsible for conforming their products or produce to applicable USDA/MDARD standards and guidelines.
7. The Market reserves the right to inspect or spot-visit any farm or establishment that is the source of any items sold or distributed at the Market, with advance notice if possible, as necessary throughout the season. The market may conduct farm visits to ensure compliance with the market rules & regulations.
8. Produce offered for sale must be grown, harvested and cared for post-harvest to insure that customers receive fresh, high-quality fruits and vegetables. The Market Manager may ask a vendor to remove poor quality produce.
9. All produce or products labeled organic must be third party certified according to USDA/MDARD standards by a recognized organic certifying agency. Certification letters must be available for inspection at your stand. Verbal or written declarations of organic status that are not documented as required will result in suspension from the Market.
10. Vendors will determine their own pricing. However, vendors are expected to refrain from engaging in the systematic or deliberate underselling of other vendor
11. No live animals will be sold at the Market.
12. Wine and beer can be sold by licensed vineyards and breweries at the market but no tastings or consumption of purchased bottled wine or beer is permitted on the property. No other alcoholic beverages or drugs can be sold or used at the market.
13. Smoking is not allowed at the Market.
14. The Market will hold an annual pre-season market information meeting in late May/early June. Vendors are required to attend this meeting and turn in any required paperwork, insurance forms, and applicable fees based on the current fee schedule.

15. Rules and Regulations may be amended or revised the Market Board of Directors.

### **Rules of Operation**

1. The Market will open for business at 2:00 pm on designated Market days.
2. Vendors should be set up and ready to sell when the market opens.
3. The market will close at 6:00 pm.
4. Vendors are expected to maintain their booth from 2:00-6:00 pm.
5. Vehicles may not be parked under the pavilion, however, vendors may pull vehicles in under the pavilion to unload and load and must exit immediately after. When arriving, please unload immediately, park and then return to your space to set up. Do not set up out of your vehicle as this causes congestion under the pavilion during set up time.
6. Market prices for all items must be visibly posted.
7. Vendors will operate their stands in a safe and sanitary manner, arrange their tables to create an attractive display, keep their sales areas clear of debris, and keep edible products off the ground.
8. Vendors are expected to be honest and courteous at all times. Disagreements with other vendors, the Market Manager, Market Board of Directors, City Staff, or customers must be handled in a respectful manner.
9. Vendors, not the Market, are individually responsible for conforming to all city, state and federal laws including the securing of any licenses or certifications required for the operation of their Market space and for the items they sell or distribute at the Market. Vendors will comply with and satisfy their sales tax obligations.
10. All scales used must be for legal trade, made for commercial use.
11. Vendors will clean their sales area and throw away all refuse at the end of each market day.
12. Vendors selling readily-consumable items (all prepared food vendors) must provide an approved waste receptacle for used wrappers, napkins, cups, etc.
13. Vendors who cannot attend the Market on any particular market day are expected to notify the Market Manager by 5pm on the Monday and Wednesday prior to the following business day. Absences without notice may result in space reassignment and could result in termination from the Market. Vendors are expected to fulfill their attendance expectation with respect to the marketing strategies utilized by the Market Manager.
14. Reserved spaces will be assigned at the beginning of the season giving preference to vendor attendance and application order from prior seasons. Vendors paying annually will have preference. Any vendor requiring electrical service shall pay a fee of \$5 daily for that service.

### **Release and Indemnification**

As a condition of participating in the Market, vendors recognize and acknowledge that they are ultimately responsible for their wares and conduct and agree to release, hold harmless, defend and indemnify the Market, the Market Manager, the Market Board of Directors and City of Auburn acting in

that role, also referred to in these Rules and Regulations as the Auburn Farmers Market, City of Auburn DDA, and its officers, directors, members, employees, and agents [collectively referred to as “the Protected Parties”] from and against all liability, claims, demands, losses, damages, costs, expenses (including attorney’s fees), fines, judgments, and penalties arising from:

- i. Any failure of the vendor to abide by these Rules and Regulations
  
- ii. Any consumption or use of items that the vendor sells or distributes at the Market;
  
- iii. Any presence, use, or misuse of an appliance, piece of equipment, vehicle or other item under the vendor’s ownership, possession or control while at the Market;
  
- iv. Any action, inaction or other conduct by the vendor associated with the vendor’s participation in the Market;
  
- v. Any lack of care, expertise or experience on the part of the vendor associated with the vendor’s participation in the Market;
  
- vi. Any injury or loss the vendor may sustain in any way associated with the Market or conditions at the Market premises; and
  
- vii. Any failure by the vendor to exercise supervision and control over its employees, helpers, agents, or representatives in any way associated with the vendor’s participation in the Market.

If any of the foregoing provisions should at any time be held unlawful, void, or for any reason unenforceable, that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions.

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