



# Meridian Township Farmers' Market

## WINTER Market Rules 2018/2019

By submitting its application to participate in the Meridian Township Farmers' Market (or "The Market"), the undersigned Vendor hereby agrees and binds itself to comply with the following Rules and Conditions of participation:

### OPERATION

1. The Market is operated and managed through the Meridian Township Parks and Recreation Department by Market Manager Corey Patrick. All vendors must agree to abide by the rules of Meridian Township.
2. The Market will be open to the public from 10 am to 2 pm on 1<sup>st</sup> and 3<sup>rd</sup> Saturdays (December through April). The market is located inside the Meridian Mall in the JC Penney corridor.

### HOLD HARMLESS/INDEMNITY AGREEMENT

3. The Vendor understands and agrees that the Township is not responsible for product liability or paying sales taxes or other taxes or liabilities owed by The Vendor. The Vendor hereby agrees to indemnify and hold harmless Meridian Charter Township and its agents, employees, and insurers from and against all liability, claims, demands, losses, damages, levies and causes of action or suits of any nature whatsoever, arising out of or related to any activities by The Vendor or its agents, employees, and representatives at The Market. The Township is not responsible for any loss or damage of The Vendor's property or products. The Vendor operates at their own risk.

\*\*\* The requirement to indemnify and hold Meridian Township harmless will be waived by the Township if Vendor provides the Township a copy of currently effective general liability insurance policy (a certificate of insurance is insufficient) naming Meridian Township as an additional named insured, with liability limits of at least \$500,000, naming Meridian Charter Township as an additional insured. Please attach insurance policy to application.

### APPLICATIONS

4. All vendors must submit a completed application (including a detailed list of all possible products to be sold and a copy of any required licenses) and be approved prior to being permitted to sell at The Market. Additions/deletions to product list needs to be given to The Market Manager in writing.
5. The Market applications are evaluated on the following criteria:
  - Meet The Market criteria/rules
  - Does the product fulfill a need for The Market
  - Space availability
  - Does the vendor have the appropriate license(s): local, state and/or federal

\*All applicants will be notified of their application status.

### VENDORS

6. All new vendors since 2003 are required to grow or produce 100% of what they sell or bring to The Market. After new vendors complete their first year and have shown a commitment to The Market, they may *on a limited basis*, add Farmer Direct and Wholesale products to their application *subject to pre-approval* by The

Market Manager.

7. Effective 2007 Summer/Fall Market, all new applicants, if accepted, must participate as a “Daily Vendor” the first year and serve one-year probation before becoming eligible for “Annual Vendor” status. Acceptance as an annual vendor is based on performance as a daily vendor and availability, as only a limited number of annual vendor positions are available each year. Annual vendor applications will be reviewed following the application deadline.
8. Vendors must be present full Market hours (8 am – 2pm) and display a convincing amount of product to sell.

## PRODUCTS SOLD

9. Products eligible for sale in The Market include: fruits, vegetables, flowers (fresh or dried), plants, and homemade goods from raw materials (i.e. Baked goods), and foods. Manufactured products are prohibited, unless written approval is received from The Market Manager. Produce which can't be grown in Michigan is also prohibited. Examples are citrus, mangos, bananas and pineapple. Reselling of retail purchased goods is prohibited. Definitions (Also see attached 'Signage Guidelines Form') :
  - **“Home Grown”** – grown or self-produced by the vendor.
  - **“Farmer Direct”** – purchases from the farmer who grew it.
  - **“Home Made”** – produced by the vendor from raw materials.
  - **“Licensed Kitchen”** – produced by the vendor from raw materials in a licensed kitchen.
  - **“Cottage Food”** – produced by the vendor from raw materials in a home kitchen. The Michigan Cottage Food Law can be found at [www.michigan.gov/cottagefood](http://www.michigan.gov/cottagefood).
  - **“Wholesale”** – purchases through a produce wholesaler or produce auction.
10. Vendors may sell or distribute goods only during regular Market days.
11. Vendors are expected to have quality produce. Selling overripe, spoiled or unusable produce is not permitted.
12. Sale or distribution of non-pasteurized milk is not allowed.

## FEES

13. Daily Fees: Saturdays- \$25/ per market day, \$105/ for 5 days, or \$175/ 10 days (full season). Daily tables will be assigned on a first come, first served basis, starting at 9 am by the Market Manager. Fees must be paid in full by the 4<sup>th</sup> market day of a season. A \$10 late fee is assessed for each market day after the 4<sup>th</sup> market day of the season that the full balance is not paid. **All Checks need to be made payable to: MERIDIAN TOWNSHIP.**
14. No Call/No Show Fee: Vendors who are absent, without notification prior to 7:30 am on Market days, will receive one warning (written or verbal) and any subsequent absences without prior notification will be required to pay a \$25 fee prior to returning to The Market and will be charged \$25 for each additional absence during the current season. If the vendor has more than three absences at the end of the current season, they will not be invited to participate in future markets.

## LICENSES

15. Vendors are also required to comply with all Michigan Department of Agriculture Rules and Regulations. Contact them with questions at 517-373-1060 (food) or 517-373-1087 (plants). A copy of licenses must accompany the vendor application form for items such as perennial plants, baked goods, maple syrup and any processed foods. A sales tax license is required for those selling non-food items. A sales tax license may be obtained by contacting [www.michigan.gov/treasury/0,1607,7-121-1750-2113-5992--,00.html](http://www.michigan.gov/treasury/0,1607,7-121-1750-2113-5992--,00.html) or 517-373-3200.

16. Follow the MDA Guidelines for Providing Safe Food Samples,  
[http://www.michigan.gov/documents/mda/MDA\\_FdSmplngFarmMkts5-09\\_279110\\_7.pdf](http://www.michigan.gov/documents/mda/MDA_FdSmplngFarmMkts5-09_279110_7.pdf)

## **DISPLAY**

17. Vendors are required to label the origin of their products (utilizing the definitions identified in Rule #9) and the attached 'Signage Guidelines Form' (page 6), in a location that can be clearly seen at the point of purchase with signs provided by market management by the time The Market opens. Misrepresentation of product origin is prohibited.
18. Produce must be displayed within the assigned stall space. Vendors having special seasonal items may be given additional space outside their normal booth space upon written request by vendor and approval of Market Manager for a limited time frame.

## **SPACE(S)**

19. In order to claim their space, an annual vendor needs to be present by 9:30 am. The space will be re-assigned on a first come basis after that time. Only The Market Manager can assign space. No vendor can designate who gets their space if they are not present, nor can they sublet their space. Annual vendors are asked to contact The Market Manager on days they will not be attending the Market.
20. Each vendor must sweep/clean their stall at the end of each day and keep it neat during the period that The Market is open.
21. The maximum spaces that a vendor may have are two. Each space is marked and vendors must stay within their area and not infringe on adjacent vendors or interfere with customer traffic.

## **PARKING**

22. Access areas will vary for unloading in the JC Penny corridor.
23. Vendors may load and unload from that area, but must park in the parking lot.

## **GENERAL RULES**

24. Vendors found in non-compliance of The Market Rules will result in the following three strike enforcement policy (after one verbal and one written warning):
- 1<sup>st</sup> offense – Verbal Warning
  - 2<sup>nd</sup> offense- Written Warning
  - 3<sup>rd</sup> offense - \$100 fine
  - 4<sup>th</sup> offense – One Market day suspension
  - 5<sup>th</sup> offense – Loss of vending access for the remainder of the year as well as loss of accrued seniority at The Market. The Vendor will have to re-apply as a new vendor for the following season.

\*\*\* The Market Management reserves the right to impose any and all disciplinary steps based on the severity of the violation up to and including expulsion from The Market.

25. Vendors are required to take home all trash, including produce that does not sell (boxes, bags, etc.)
26. Vendors participating in the SNAP (MI Bridge Card) and/or the DUFEB (Double Up Food Bucks), are expected to be familiar with the rules and procedures of the program. Loss of fees due to vendor error are the responsibility of the vendor.

27. Dogs are not permitted at The Market by vendors or customers (exception: lead dogs).
28. Suggestions or concerns shall be presented to The Market Manager for consideration and/or action, if presented in writing to The Market Manager, a written response will be returned.
29. The Market utilizes an advisory board consisting of four (4) annual vendors elected by other annual vendor at the annual meeting each year, serving staggered terms of two (2) years each. The role of the advisory board is to represent “vendors” in rule modifications and, if necessary, in grievance procedures with vendors. Interactions with the advisory board members must be made outside of market hours.
30. The Market prides itself on providing quality products for customers. The Code of Conduct has been modified for use with vendors and/or their representatives participating in The Market. The primary purpose of the Code of Conduct is to ensure the safety and well-being of all participants. Failure to follow the Code of Conduct will result in a written warning followed by suspension for the remainder of the year.

**As a Meridian Township Farmers’ Market Vendor and/or their Representative, I will:**

1. Demonstrate the highest standards of personal behavior and integrity at all times.
2. Conduct myself in a courteous and respectful manner and serve as a positive role model for others.
3. Treat everyone with respect.
4. Abstain from physical or verbal abuse and not tolerate it from others.
5. Comply with equal opportunity and anti-discrimination laws.
6. Under no circumstance, attend or participate in The Market while under the influence of alcohol and/or controlled substance.
7. Under no circumstance, possess, sell or consume alcohol or controlled substances at The Market.
8. Operate vehicles and other equipment in a responsible manner.
9. Abstain from any criminal activity.
10. Respect and adhere to all rules established by The Market.

**Vendor Name:**

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**Vendor Signature:**

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**Date:**

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Please contact Corey Patrick – The Market Manager  
at 517.712.2395 or [farmersmarket@meridian.mi.us](mailto:farmersmarket@meridian.mi.us) for additional information.

## Signage Guidelines

One of the values of The Meridian Township Farmers' Market is TRANSPARENCY. We believe that our customers deserve honesty in labeling practices in order to make informed decisions.

All Vendors are required to display signage for all their products and prices. Signage must be posted no later than 10:00 am.

Please be aware that signage rules are being enforced at The Market.

The definitions are as follows:

- **“Home Grown”** – grown or self-produced by the vendor.
- **“Farmer Direct”** – purchased from the farmer who grew it.
- **“Wholesale”** – purchased through a produce wholesaler or produce auction.
- **“Home Made”** – produced by the vendor from raw materials.
- **“Licensed Kitchen”** – produced by the vendor from raw materials in a licensed kitchen.
- **“Cottage Food”** – produced by the vendor from raw materials in a home kitchen. The Michigan Cottage Food Law can be found at [www.michigan.gov/cottagefood](http://www.michigan.gov/cottagefood)
- **“Organic”** – All produced 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.



A PRIME COMMUNITY

# Signage/Rule Violation Form

**TO:**

**DATE:**

**SUBJECT:** Signage/Rule Violation

This serves as a confirmation of a verbal warning along with a written notice regarding failure to comply with The Signage Guidelines or The Meridian Township Farmers' Market Rules.

Specifically, [clearly state the violation]:

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This is your opportunity to correct the rule violation at The Market.

Any additional instances of rule violation will result in the following three strike enforcement policy (after one written warning):

- 1<sup>st</sup> offense - \$100 fine
- 2<sup>nd</sup> offense – One Market day suspension
- 3<sup>rd</sup> offense – Loss of vending access for the remainder of the year as well as loss of accrued seniority at The Market. The Vendor will have to re-apply as a new vendor for the following season.

**Vendor** – Signature is acknowledgment of receipt

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**Meridian Township Farmers' Market Manager**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

## **Product Challenge**

1. Product challenges may be made for misrepresentation of product by a vendor. Vendors can submit a written product challenge form when they believe another vendor is misrepresenting their product. Product challenge forms can be obtained from The Market Manager.
2. A product challenge must be signed by the person(s) bringing the challenge and preferably be supported by the physical and verbal evidence of the offense. The product challenge must be made on the day of or within the week the violation is observed. Challenges alleging offence on past occasions will not be accepted.
3. There is a \$100 filing fee which can be shared by a group of vendors. This fee is returned to the challenger if the claim is verified.
4. The vendor receiving the product challenge must respond to the challenge in writing. Failure to admit or deny a challenge may result in a determination that the challenge is valid.
5. A Market Representative will conduct a farm site visit in a timely manner to make a determination on the product challenge.
6. Because of their sensitive nature, product challenge forms must be returned directly to the Market Manager.
7. If the vendor is found in violation, the vendor must pay the \$100 fee and disciplinary action will be taken according to the violation procedure



# Product Challenge Form

Vendors can submit this challenge form when they believe another Vendor is mis-representing their product. There is a \$100 filing fee. This fee is returned to the challenger(s) if the claim is verified. Please submit this form directly to The Market Manager on the Market Day or within a week of The Market during which the alleged violation occurred. Administration will not reveal challenger identities to anyone.

Name of the vendor whose product you are challenging: \_\_\_\_\_

Marked date and approximate time at which the product is being sold: \_\_\_\_\_

Please state specifics of the violation: \_\_\_\_\_

Provide any evidence that supports your challenge: \_\_\_\_\_

Please state your name, full address, and phone number: \_\_\_\_\_