

MUSKEGON FARMERS MARKET

RULES OF OPERATIONS



1. Market Overview

1.1 Only the following items may be sold at the Market: farm produce (fruits, vegetables, flowers, frozen meat, poultry, eggs, cheese, etc.), flowers and bedding plants, baked goods and other processed food items, and arts & crafts (must be handmade by the vendor selling them). All products requiring licensing must have a copy of the appropriate licenses on file with the Market. All vendors selling edible products, soaps and candles must submit proof of liability insurance (minimum \$500,000 policy with Muskegon Farmers Market named as additional insured.) See section 5 for information pertaining to Concession (ready to eat food) vendors. Producers selling 100% homegrown products are given priority. Management strongly encourages a minimum of 80% to be homegrown. Accurate signage is a must and will be enforced.

- A: The Muskegon Farmers Market prohibits the sale of the following products: tobacco, vaping paraphernalia, vitamins, CBD oil and all products derived from the cannabis genus. These products are not compatible with the Muskegon Farmers Market’s Mission Statement of providing locally grown, farm fresh fruits and vegetables.

1.2 The Muskegon Farmers Market shall be open on Tuesday, Thursday, and Saturday from 8:00 AM – 2:00 PM from the first Saturday of May until the last Saturday in November. Supervision and access to office/restrooms will be provided while the market is open.

1.3 No one may enter the Market with intentions to sell products on other 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 sidewalks at the South end and the East end of the Market property. No such activity shall be allowed within the barn 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 express permission of management.

2. Daily Producer Stall 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 with the market office along with a signed vendor application or registration form.
- 2.2 At 7:30 AM, any seasonal (reserved) stalls and unreserved stalls that are vacant will be assigned to daily renters unless prior arrangements have been made by the Market Manager or support staff. When stalls are limited, priority goes to those 1) selling grown farm goods, 2) producing their own edible processed food product, 3) non-perishable items, such as arts and crafts.
- 2.3 Daily stall renters must register with Market Management, who will determine eligibility. Daily stall renters must see Market Management before taking a stall or entering the 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 stall rates are: Tuesdays May - June & October - November: \$20 per stall; Tuesdays July - September: \$30 per stall; Thursdays May – November: \$20 per stall; Saturdays May - November: \$40 per stall.

3. Seasonal Producer Stall Rental

- 3.1 The Market Manager is responsible for maintaining a Seasonal Stall Request waiting list. Seniority for Daily renters begins on the first date that the vendor participates in the Market, and **one seniority point is awarded when a Daily vendor attends a minimum of 24 market days in one season, twelve of which must be on a weekday.**
- 3.2 Seasonal Stall Rental assignments will be made on a seniority basis. Seniority for seasonal stall renters begins when your stall is paid in full. Renters must rent seasonal stalls each year thereafter to maintain seniority date.
- 3.3 New seasonal stalls shall be assigned at the discretion of the Vendor Committee with the guidance and approval of the Market Manager. New seasonal vendors may be subject to a farm inspection prior to being awarded a seasonal stall.
- 3.4 Seasonal stalls will be assigned each year. Seasonal stall renters will be offered the stalls they occupied the prior year. Seasonal stall renters must fill out a stall reservation contract every year. They will be mailed to the last year's rentals in March, and they must be returned **by April 22** to retain the same stalls from the previous year.

3.5 Current seasonal stall rates: \$650 per stall; corner stalls: \$700; stalls without parking spaces: \$540 per stall. One half of Seasonal Stall rent is due on or before **June 23rd** of each year. The second half is due by **August 1st**. **Starting in 2023 a 25% late fee will be charged per late payment.** Arrangements must be made with Market Management for any seasonal 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 Muskegon Farmers Market. Any seasonal stalls that are not occupied and paid in full by August 1st will be forfeited and laid fallow for a year.

3.6 **Dealers License Fee: Beginning in 2022, any vendor that offers products for sale not produced/grown by them must pay the required fee of \$100.00 for a dealer's fee in addition to the seasonal stall rental fees. This fee will increase by \$50.00 per year until it reaches \$400.00.**

3.7 Seasonal stall rental and dealer fees are for the first week of May through the last Saturday in November in the Outdoor Market. Vendors wishing to move into the barn beginning in November will be charged a daily fee.

3.8 Seasonal stall renters wishing to rent additional stalls that are vacant for the day must get permission from Market Management.

3.9 Seasonal stalls will be held for vendors until 7:30 AM each Market day unless prior arrangements have been made with the Market Manager or support staff. After 7:30 a.m., vacant stalls will be assigned to a daily renter.

3.10 In the event a seasonal vendor sells, or for any other reason, leaves his/her farm, their stall(s) shall be subject to reassignment by the Market Manager. Please see **MFM Farm Transfer Guide at the end of this document.**

3.11 When seasonal stalls are vacated, they first will be offered to vendors currently selling at the Market with the highest seniority. This offer will be made as an opportunity for the vendor to transfer stalls, not to rent additional stalls for his/her operation.

3.12 **Cancelation/No Show Policy:** To cancel space reserved by agreement with the Muskegon Farmers Market, the vendor must call the Market Manager by noon the day prior to the market day for which space is reserved. If a call is received after noon day prior, or no one shows on market day, the lack of notice to the Market Manager and failure to show will be considered a "no show".

- 1st No show: Courtesy Reminder; The vendor will be given an additional copy of the No Show policy and it will be noted in their file.
- 2nd No Show: The vendor must pay the daily fee for the day missed before being allowed to return to the Muskegon Farmers Market.
- 3rd No Show: The vendor will be charged \$100 before being able to return to the Muskegon Farmers Market.

4. Craftsperson/Artisan Stall Rental

4.1 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 **provide a copy of their Michigan State Sales Tax License**. Service items such as massage, acupuncture, etc. are not allowed at the market unless invited by Market Management.

4.2 Craftspeople/artisans may rent a daily stall after all perishable products have been assigned a daily stall. These vendors must obtain lottery ticket at the Market office no later than precisely 7:30 AM. A lottery will be performed at approximately 7:35 AM for that day's placement.

4.3 No more than one craftsperson/artisan may occupy a stall space **unless the market is at full capacity**. Sharing a stall is at the Market Management's discretion.

5. Concession Vendor Stall Rental

5.1 Concession vendors are considered vendors who sell "ready to eat" food. Concession vendors are not allowed to vend in the market stalls, they must be located at the barn.

5.2 Concession vendors must obtain all applicable licenses and insurance and furnish copies of these to be kept on file in the market office.

5.3 ***Concession vendors are required to supply their own garbage receptacle and liners.*** Concession vendors are permitted to dispose of their waste in the Market dumpsters. It is not recommended that you drag bags through the Barn. If it tears and leaks it is your responsibility to clean it up.

5.4 ***Additionally, all concession vendors are required to help keep the tables & chairs in the Barn clean.*** These are provided as a convenience for your customers to use. Please be sure to check them throughout the day for any trash or food spills under the tables.

5.5 Concession Vendor rates are as follows: Tuesdays & Thursdays May – June & October - November: \$25; Tuesdays & Thursdays July-September: \$35; Wednesdays: \$25; Saturdays: \$60.

6. Vendor Conduct

- 6.1 **All vendors will be required to return a signed copy of MFM Acknowledgement & Consent Form.**
- 6.2 No person shall use any stall not assigned to him/her by the Market Management. Unused stalls may not be sublet. Unused stalls are forfeited to the Market Management for reassignment. Buying or selling elsewhere on Market property is prohibited.
- 6.3 Forestalling is prohibited. Forestalling is the act of intercepting a grower or other seller before he/she reaches the grower's Market stall 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.
- 6.4 No hawking, outcries or other methods of attracting the attention of customers is permitted.
- 6.5 Vendors must be respectful of other participants of the market. **Radios and other noise- making devices including drums, bells and bullhorns, should not disturb other vendors or customers.** Any ongoing noise disruptive to vendors or customers will not be tolerated.
- 6.6 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.
- 6.7 Vendors who use 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 7.5)
- 6.8 **VENDORS AND THEIR EMPLOYEES MAY NOT PARK IN ANY CUSTOMER PARKING AREA.** Vendors must park behind the stalls they occupy or get permission from another vendor to park behind their stalls. All vendors' vehicles must be operated in a safe and prudent manner. **Vendor and vendor's employees' cars not parked in designated areas will be ticketed and towed.** NO DRIVING OR PARKING OF VEHICLES ON THE LAWN AREAS!
- 6.9 Vendors shall cover the tables they are vending from with appropriate material to give a pleasant appearance and to prevent cross contamination from surfaces to products being sold. No product or signage shall protrude into the aisleways.
- 6.10 Vendors are to remain at their stalls until at least 1:30 PM each Market day. We advertise to our customers that we are open from 8AM-2PM. When vendors leave early it leaves holes in the Market and causes frustration for our customers.

- 6.11 All vendors must clean **and sweep** the area they occupy daily. Vendors must remove all waste, rubbish (***INCLUDING ORGANIC MATTER***) 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, please use the dumpsters. **Renters' areas are defined by the selling area and the parking spaces directly behind their selling area.**
- 6.12 All passageways must be kept clear. Vendor's product must remain within the confines of their stall area 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 stalls used by vendors and customers, including but not limited to restrooms and parking areas.
- 6.13 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 **Muskegon Farmers Market Signage Guidelines** at the end of this document.
- 6.14 All goods offered for sale by weight must be weighed on approved scales in full view of the customer, if requested.
- 6.15 Products offered for sale must not be over-faced, misbranded or misrepresented in any way. If a vendor is found in violation of this rule, please refer to **"Product Challenge"** procedures. All products offered for sale must conform to Federal and State grading and local health laws.
- 6.16 No animals are permitted in the Market except to assist individuals with disabilities. Vendors may not bring their pets to the market.
- 6.17 No materials may be attached to the market stalls without permission of the Market Management nor any permanent materials attached or alterations made to Market stalls without permission. No signs or banners may extend past the furthest post of a stall.

7. Interpretation & Enforcement Procedure

- 7.1 The Market Manager and the Advisory Board shall have the authority to interpret and enforce the Market rules.
- 7.2 The Market Manager and the Advisory Board shall resolve any disputes that arise regarding Market operations, signage discrepancies, or product challenges and may require that descriptions of disputes be submitted in writing.

- 7.3 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.
- 7.4 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.
- 7.5 The enforcement procedure will follow a "three-strike rule": The first violation will result in a verbal and written warning. Any violations beyond will result in STRIKE 1) will result in a \$100 fine. STRIKE 2) the second violation will result in one week suspension of Market privileges and lastly STRIKE 3) any additional offenses will result in loss of vending access for the remainder of the year as well as loss of accrued seniority at MFM and the vendor must apply as a new vendor next season. **Any vendor that receives a violation from the Department of Agriculture or Health Department at the Market will automatically receive one strike.**
- 7.6 If a vendor accumulates 3 or more disciplinary actions in a two-year period, the Vendor Committee has the jurisdiction to revoke market privileges and/or recommend denial of future application for vending.
- 7.7 Vendors who have been suspended shall forfeit rental of stall(s) during suspension and may be reassigned to different stalls after the suspension is lifted. These reassigned stalls (if a seasonal vendor) then become this vendor's seasonal stalls until such time that the vendor may change market location through application of his/her seniority to occupy previously vacated stalls.
- 7.8 The Market Manager, Advisory Board, and other authorized representatives of the Market or the City of Muskegon shall have the authority to cite violators.
- 7.9 The directions of the Market Manager, authorized representative or the Advisory Board must be complied with all matters pertaining to the operation of the Market. Complaints or appeals concerning disciplinary actions may be made in writing to members of the Advisory Committee. The directions of Market Management must be complied with until the final resolution of appeals has been made.
- 7.10 Rules and regulations shall be consistently applied with respect to all vendors.

8 Advisory Board

8.1 An Advisory Board shall be maintained through general elections by all vendors with at least a year's seniority at the market. Six vendors shall comprise the Advisory Committee. Voting privilege will only go to those committee members that vend at the Market.

8.2 Elections shall be performed every three years. A minimum of four seasonal vendors may sit on the Advisory Board. The next vote utilizing ALL seasonal vendors and any daily vendors with a minimum of 1 seniority point in a general election did occur in the fall of 2021. Appointed Advisory Board members assumed duties in the winter of 2022.

8.3 Vacancies on the board are filled by the City Commission.

8.4 All decisions made by the board must be approved by a majority vote. Five members of the board are necessary for a quorum. Meetings may be called at any time following the Open Meetings Act.

8.5 The City of Muskegon, as stewards of the property, shall be informed in a timely manner of all changes to the Rules of Operation adopted by the Muskegon Farmers Market Manager and Advisory Board.

9 Dispute Resolution

9.1 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:

9.1a The disputing parties are encouraged to resolve their difference on a one-on-one basis with the Muskegon Farmers Market designated Market Manager serving as a facilitator as necessary.

9.1b If the issue is not resolved between the parties, the aggrieved party(ies) shall document its grievance in writing and submit it to the Muskegon Farmers Market designated Advisory Board who, working with the parties, shall attempt to resolve the dispute.

9.1c 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 Muskegon Farmers Market during such period if he/she determines that such participation is detrimental to the operation of the Muskegon Farmers Market.

MUSKEGON FARMERS MARKET SIGNAGE GUIDELINES



One of the values of the Muskegon 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 of their products and prices. Signage must be posted no later than 9AM.

Please be aware that signage rules are being enforced at the Muskegon Farmers Market. The definitions are as follows:

Homegrown: Any produce labeled “Homegrown” **MUST** be grown by the farm renting the stall 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.

Supplemental Products: If you are bringing in products that are not your own, you must label every single product noting the city or state of origin.

Reselling: No claims can be made by any vendor for product not specifically grown by the vendor themselves. This includes such claims as *no-spray, organic or pesticide free*. The **only** claim that can be made is the place of origin on display.

Vendor Identification: All vendors must have a sign identifying their establishment.

Sign Orientation: Signs may not protrude past the vertical poles at the front of the stall or into the aislesways.

Food Assistance Signage: All participating vendors in the designated Food Assistance Programs **MUST** display the appropriate signage per state law.



TO:

DATE:

SUBJECT: **Signage Violation / Market Rule Violations**

This serves as confirmation of a verbal warning along with a written notice regarding failure to comply with MFM signage guidelines and or **Market Rules of Operations**. Specifically, [clearly state the violation]

This is your opportunity to correct your non-compliant signage or rule violation at Muskegon Farmers Market. In order for your signage to be considered compliant, you must achieve and maintain the following signage standards, as detailed on the back of this document. [see back] Any additional instances of non-compliance signage or rule violations will result in the following 3 STRIKE enforcement policy:

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 MFM
 - Vendor must reapply as a new vendor for the next season

Vendor - Signature is acknowledge of receipt

(Print Name) (Signature)(Date)

MFM Staff administering Warning:

(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 his/her product. Product challenge forms are available in the market office.
2. A product challenge must be signed by the person(s) bringing the challenge and preferably be supported by 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 wrongdoing 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 decide on the product challenge.
6. Product challenge forms are available at the MFM office. Because of their sensitive nature, they 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 violation procedure.

Product Challenge Form

Muskegon Farmers Market
242 W. Western Ave. Muskegon, MI 49440
www.muskegonfarmersmarket.com



PRODUCT CHALLENGE FORM

Vendors can submit this challenge form when they believe another Vendor is misrepresenting their product. There is a \$100 filing fee (which can be shared by a group of Vendors). This fee is returned to the challenger(s) if the claim is verified. Please submit this form directly to market management on the market day or within a week of the market during which the alleged violation occurred. The challenger(s) shall remain anonymous.

Name of the vendor about whose product you are inquiring: _____

Specific product(s) about which you are inquiring: _____

Market date and approximate time at which the product is being sold: _____

Please state the specifics of the violation:

Provide any evidence that supports your challenge:

Your name, business name, addresses and phone number:

<p>For Market Use Only Date Rec'd _____ By _____ Fee Rec'd _____ Date: _____</p>	<p>Notes:</p>
--	---------------

FARM/BUSINESS TRANSFER GUIDE



This document is designed to help provide guidance to business owners who are considering selling and/or transferring their farm/business to new management. Historically only farms and businesses intending to transition ownership of their business to their kin were eligible to maintain seasonal vendor status at the Muskegon Farmers Market while nonfamilial transfers were ineligible.

Requirements listed below for businesses to maintain their seniority at MFM:

1. The business name and general business operation must remain the same.
2. Business owners cannot simply sell their “name” and stalls to a new owner with a new product line.
3. Notification of the business transfer must be communicated with MFM in advance for consideration of seniority status.
4. Reasonable apprenticeship and/or a succession plan is highly encouraged.
5. All transfers need to be presented to and approved by the Advisory Board.
6. Discretion will be given on a case by case circumstance.

Market Guidelines Acknowledgement & Consent Form

Please return this form with your application. This form is required as part of your vendor application and you will not be accepted into the Market unless it has been completed.

Acknowledgement of Market Guidelines

I acknowledge that I have been given a copy of the Muskegon Farmers Market Guidelines and have read and agree to abide by these guidelines as stated. I understand that failure to comply with these guidelines may be cause for temporary or permanent dismissal from the Muskegon Farmers Market.

Indemnity Clause

I agree to indemnify and hold harmless the Muskegon Farmers Market, and the directors, officers, employees, agents, attorneys, and volunteers of these entities from all claims, causes of action, liability, judgements, obligations, or costs of any nature whatsoever, including but not limited to costs and attorney fees, in connection with any such claims or the like made by or on behalf of any individual and/or entity and/or the individual's and/or entity's spouse, children, heirs, assigns, insurers, guarantors, officers, directors, agents, or persons or entities claiming by or through an individual and/or entity.

Consent and Release for Story, Likeness, and Voice

I give permission to the City of Muskegon and the Muskegon Farmers Market (referred to as the "Organizations") to use (including but not limited to taking photographs and making audio recordings or videos), without charge and without reservation, all or a portion of my story including my likeness and my voice in promoting these Organizations. I acknowledge that editorial changes may be made as deemed suitable by the Organizations. Whether or not changes are made, I waive any rights of action I may have and release the Organizations from any and all claims I may have arising from the use, publication and changes in the content, including any rights to sue for defamation or violation of rights of privacy or rights of publicity.

If you are licensed and plan on having samples at the Market, check this box that you and your staff will follow MDARD and ServSafe guidelines.

I hereby sign on behalf of myself and my employees:

Signature:

Date:

Printed Name:

Business Name:
