



2011 MARKET SEASON

Allen Park Downtown Development Authority

Farmers Market Policies and Guidelines

Sponsored by:

The Allen Park Downtown Development Authority

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MISSION STATEMENT

It is the mission of the Allen Park Downtown Development Authority Farmers Market to serve as a community-gathering place, enhancing community health, by having established a venue supporting local farmers, gardeners, and vendors to sell fresh produce, homemade food items, crafts, and live plants to members of the public, and to increase traffic to the Allen Park Downtown Development Authority district, to the benefit of local businesses in the district.

VENDOR DEFINITIONS

1. GROWERS

Growers are defined as professional farmers, part-time farmers, and urban/suburban/rural growers. Growers' products shall include, but not be limited to: vegetables, fruits, seasonal plants/flowers, meats, poultry, seafood, dairy products. Items that will enhance vendors' products are permitted.

2. CRAFT ARTIST

Craft artists are defined as those making handcrafted decorative and/or functional items, such as, metal works, wooden bowls, glass, pottery, cards, jewelry, leather, textiles, and woolen goods. Also included are fine art items, such as paintings, prints, and photography.

3. PREPARED FOOD

Prepared food vendors are defined as those making foods that are ready to eat or serve. Such items include baked goods, ice cream, jams and jellies, honey and canned goods. In order to vend at the market, all prepared food vendors must be in possession of a valid State of Michigan Department of Agriculture license, and/or any other necessary licenses. Vendors must comply with Wayne County Health Department guidelines. Due to the changes in the Cottage Food Industry laws, home baked goods must comply with all rules and regulations set forth by the State of Michigan, including labeling and preparation of food.

ELIGIBILITY

1. Vendors must grow or make the product.
2. Any resale items must be approved by the Market Manager.
3. Any product that is not Michigan made or grown must be labeled.
4. Examples of items that enhance products being sold at the market include, but are not limited to Tupperware, spices, and cooking utensils.

5. Vendors must comply with all Health Department Rules and Guidelines every week or they will not be allowed to sell.
6. All individuals whose goods are in compliance with market rules and guidelines, and who wish to participate in the market as vendors, will be required to complete a Vendor Application form, and submit with it copies of any and all applicable licenses and permits. A vendor will not be allowed to participate in the market without submitting a completed Vendor Application form to the Market Manager, and agreeing to all the terms of the Farmers Market Policies and Guidelines.

UPON CHECK-IN:

1. Any vendor fees must be paid upon arrival and PRIOR to setting up. There will be no space assignment given until the vendor fee is paid. NO EXCEPTIONS.
2. Vendors must provide necessary market permits and Health Department licenses to the Market Manager.
3. The Market Manager will direct each vendor to an assigned space.
4. Vendors can then proceed to the assigned space and unload any vehicle(s) from the street. After unloading, move vehicles as necessary, to the vendor parking lot.
5. Vendors must properly set up assigned spaces by no later than 12:30 p.m. to 1:30 p.m.

FEES, PLACEMENTS & RESERVATIONS

1. \$20.00 per space, per week; except for special events.
2. Special event fees are set per event.
3. There is a \$25.00 service charge for all returned checks. If a check is returned, all future payments must be made by money order or cash only.
4. Spaces are reserved by telephone, email, or in person, and are made at least 24 hours in advance. Spaces are given on a first come first serve basis until they are sold out.
5. Vendors returning from a previous season may not be guaranteed the previous year's spaces.
6. Annual vendors will have assigned spaces. If the vendor does not show up for three (3) consecutive weeks, the space is forfeited.
7. During special events, vendors are assigned spaces based on event needs. Any prior assigned space is not guaranteed.
8. Please include electrical needs when making a reservation. Appliances are not to be directly plugged into outlets. Therefore, vendors using electricity must bring a 3 prong heavy-duty UL-listed outdoor extension cord. Household extension cords are prohibited as they are a violation of City Fire Code. Space heaters are also prohibited.

VENDOR RULES & REGULATIONS

1. SPACE ASSIGNMENTS/LEASE AGREEMENTS
 - a) All vendors must contact the Market Manager at (586) 943-5785 before occupying a space at the market.
 - b) Only vendors with a signed and approved contract will be allowed to sell products at the market.
 - c) Market management reserves the right to change space assignments, at any time, as deemed necessary for the general benefit of the market.
 - d) Notify the Market Manager immediately for any cancellations, reservations are only guaranteed until the end of vendor check-in at 1:30 p.m.

2. RENTAL SPACE

Rental spaces vary in measure, and will coordinate with the map of the market. Canopies are not provided.

3. SUITABILITY OF MERCHANDISE

Market management has the authority to approve or disapprove any items to be sold at the market, and reserves the right to refuse space to any vendor selling unsuitable merchandise. Please note, market management may approve or disapprove specific items and vendors to maintain desirable product ratios.

4. NO REFUNDS

Once a vendor has paid a space fee, no refunds will be given under any circumstances. Also, vendors are not allowed to sublease market spaces to another vendor or individual.

5. STATE SALES TAX

The collection and filing of applicable taxes is the responsibility of the vendors.

6. INSPECTIONS

The Michigan Department of Agriculture, and the local health department, police department, and fire department make frequent, unannounced inspections. Vendors are responsible for correcting all violations associated with their business operations.

7. HAZARDOUS PROPERTY

No materials, substances, equipment, or objects shall be brought onto the premise that creates a safety hazard to life, limb, or property.

8. SMOKING
Per Michigan State law, smoking is prohibited in the retail sales and food preparation areas.

9. MARKET OPERATIONS
 - a) Vendors are responsible for leaving their vending spaces clean and orderly at the end of each market day.
 - b) The market will not be responsible for damage or loss of any personal belongings.
 - c) Children brought to the market must be kept under adult supervision at all times.

10. EXPULSION FROM THE MARKET
 - a) Any sale of illegal merchandise.
 - b) Failure to adhere to Farmers Market Policies and Guidelines.
 - c) Any behavior that sheds a negative light on the Market.

**CITY OF ALLEN PARK DOWNTOWN DEVELOPMENT AUTHORITY
HOLD HARMLESS AGREEMENT**

I, _____, a participant in the Allen Park Downtown Development Authority Farmers Market, acknowledge the terms and conditions established by the Allen Park Downtown Development Authority and agree to abide by those terms as well as all codes and regulations set by the Federal, State, City and Municipality. I acknowledge and accept liability, responsibility and control for all products that are sold by me in the Allen Park Downtown Development Authority Farmers Market and for all activities conducted by me in conjunction with the Allen Park Downtown Development Authority Farmers Market. By this agreement, I also agree to hold the City of Allen Park and/or the Allen Park Downtown Development Authority harmless and indemnify the City of Allen Park and/or the Allen Park Downtown Development Authority for any liability or loss, which might result from my participation in the Allen Park Downtown Development Authority Farmers Market.

Dated: _____
Signature _____

**ALLEN PARK DOWNTOWN DEVELOPMENT AUTHORITY FARMERS MARKET
POLICIES ACKNOWLEDGMENT**

I hereby certify that I have read and agree to comply with the 2011 Allen Park Downtown Development Authority Farmers Market Policies and Guidelines.

Dated: _____
Signature _____

PHOTO RELEASE FORM

I do hereby grant permission to the Allen Park Downtown Development Authority Farmers Market, its agents, and others working under its authority, full and free use of video/photographs containing my image/likeness. I understand these images may be used for promotional, news, research and/or educational purposes.

I hereby release, discharge, and hold harmless the Allen Park Downtown Development Authority Farmers Market and its agents from any and all claims, demands, or causes of action that I may hereafter have by reason of anything contained in the photographs or video.

I do further certify that I am either of legal age, or possess full legal capacity to execute the foregoing authorization and release.

Dated: _____
Signature _____