

2019 HOLLAND FARMERS MARKET RULES & REGULATIONS

Market Dates and Hours:

Regular Season: Wednesdays and Saturdays from 8:00 am – 3:00 pm
May 15, 2019 – December 21, 2019

Monday Night Market: Mondays from 5:00 pm – 8:00 pm
June 3, 2019 – August 26, 2019

Market Contact Information

Market Master: Sara Cozolino

Office Phone: 616.355.1138 (Please leave a voicemail if no answer.)

Cell Phone: 616.994.3426 (Text messages accepted.)

Email: info@hollandfarmersmarket.com

Mailing Address: 150 West 8th Street
Holland, MI 49423

Mission Statement:

The Holland Farmers Market is a producer's market whose goal is to connect the surrounding community with high-quality local food while supporting the livelihoods of our farmers and vendors. We aim to educate the community on the local food system, while making healthy food accessible for all in a welcoming atmosphere.

A. Seasonal vs. Daily Vendor Stall Requirements:

1.) Seasonal stall renters reserve their space for the entire season with the option of renewing their space(s) each year, assuming they have not violated the Rules & Regulations governing the Market. Seasonal stall renters must be in their assigned place by 7:00 am every Market day. If they are not in place by that time, their stall will be considered open for the day and may be rented to a daily vendor. Seasonal stall renters who are going to be late must make arrangements with the Market Master by 6:30 am the day of Market. A seasonal renter who is consistently late may incur the Three Strikes Rule (See Section I). A seasonal renter who misses three market days without prior notification 24 hours in advance may lose their reserved space without refund for the remainder of the season. Seasonal stall renters are not guaranteed a stall for subsequent years if violation(s) occur. Seasonal stalls will not be held without use by their assigned vendor for more than a year without Market Master approval, and they must still be paid for in full to maintain interest. The Market Master retains the right to use those stalls for what is best for the Market in the vendor's absence. The seasonal vendor risks losing their stall space(s) if prior arrangements aren't made with the Market Master. Failure of seasonal vendors to pay their stall fees on time will result in losing their reserved space(s).

2.) Because the demand for seasonal stalls is high, there is a waiting list maintained by the Market Master for these stalls. Vendors should regularly attend Market as a daily vendor in order to be placed on this waiting list. Promotion to a seasonal stall is based on what is best for the Market over all, as well as an individual merit-based point system maintained by the Market Master. Should one or more vacant seasonal stall(s) become available, this waiting list will be used. The Market Master also maintains a waiting list for daily vendors, which is used for new vendors wishing to join the Market as space allows. When a daily vendor is moved to a seasonal stall(s), a vendor from the daily waiting list will be called to fill the vacant stall(s). In the

interest of the Market as a whole and/or for the best balance at the Market, the Market Master may pick a vendor who is not necessarily on the top of the list. For either type of movement, the following will be taken into consideration:

- Those who grow or make all of their own products have higher priority than those who resell products. (ie: 100% Homegrown Vendors vs. those who resell)
- Regular attendance at the Market as a daily vendor.
- Those who attend each Wednesday and Saturday no matter the weather and stay for the entire hours of Market operation (8:00 am – 3:00 pm).
- Level of product quality, appearance and display.
- Previous violation(s) of the Market Rules & Regulations.

3.) In the event that one or more stalls become available and a seasonal vendor would like to move to that available stall(s), vendors with seniority will have priority. If there are two or more vendors with the same seniority, a drawing will be held. If a corner stall becomes available, the Market Master will take into consideration the advice of the Farmers Market Advisory Committee on how to best fill that corner stall.

4.) Daily vendors are typically assigned the morning of each Market. However, daily vendors may be pre-assigned a stall by the Market Master on a temporary basis. Daily vendors must report to the Market Master in person at 7:00 am on the first day they are at Market. Please arrive ready to pay at the start of each Market day. Daily stall placement will be made by direct assignment or placement by the Market Master, but no daily vendor will be allowed to participate in the Market if the required paperwork has not been submitted in advance. The Market Master must have in his/her possession:

- Complete and signed application.
- Proof of insurance on the required Acord 25 form.
- Proof that you are growing or making what you sell.
- Any pertinent licensing information required for the product(s) being sold.
- Completed vendor product form
- Signed consent and release form.

The Market Master reserves the right to assign spaces by taking into account a balanced placement of various vendors for the good of the Market as a whole.

5.) In the event of a seasonal vendor selling their farm or business to a party outside of the immediate family (sibling or child) that space(s) will revert back to the City of Holland and be opened up to the next eligible vendor on the seasonal waiting list from the current daily vendors. If a member of the immediate family takes over the farm, the first year in that space(s) will be on a trial basis and, barring no violations of the Market Rules & Regulations, those stalls will become their permanent space(s).

B. Holland Farmers Market Vendor Stall Rates:

1.) <u>Daily Vendors:</u>	<u>Off-Loading Area*</u>
\$25.00 per Wednesday Stall	\$20.00 per Wednesday Stall
\$35.00 per Saturday Stall	\$30.00 per Saturday Stall

*Must unload product and move vehicle to designated parking lot.

Daily Vendor Payment Information:

- Fees must be paid either in advance or the morning of each Market.
- An additional \$5.00 per Market will be charged if electricity is used.
- Cash or checks will be accepted, with checks made payable to the City of Holland.

2.) Seasonal Vendors:

<u>Canopied Seasonal Stall</u>	<u>Non-Canopied Seasonal Stall</u>
\$500.00 Per Stall, Per Season	\$425.00 Per Stall, Per Season
\$600.00 Per Corner Stall, Per Season	\$545.00 Per Corner Stall, Per Season

Seasonal Vendor Payment Information:

- A \$50.00 deposit per stall is due with initial registration.
- Balance of fees per stall is due by August 31, 2019.
- Payment in full prior to the start of the Market season is preferred.
- Cash or checks will be accepted, with checks made payable to the City of Holland.
- An additional \$5.00 per Market will be added if electric is used.

3.) Food Court Vendors:

<u>Wednesday Food Court</u>	<u>Saturday Food Court</u>
\$45.00 per Space	\$55.00 per Space

Food Court Vendor Payment Information:

- One spot per vendor allowed.
- Water, electric and garbage disposal included.
- Fees must be paid either in advance or the morning of each Market.
- Cash or checks will be accepted, with checks made payable to the City of Holland.

4.) Monday Night Market Vendors:

<u>Standard Stall</u>	<u>Off-Loading Area*</u>
\$25.00 per Stall	\$20.00 per Stall

Monday Night Market Payment Information

- An additional \$5.00 per Market will be added if electric is used.

C. Products Allowed for Sale at Market:

1.) The Market is for the sale of Michigan-grown, high-quality fresh fruits, vegetables, related food items, plants and flowers. Farmers get first priority for acceptance into the Market with a balanced Market being rounded out with the categories listed below.

2.) Products produced under Michigan's Cottage Law will not be sold at the Holland Farmers Market. Home-baked items or home-prepared foods cannot be sold unless they are prepared in a State certified/licensed kitchen under a business name.

3.) This is not a flea market. Antiques, arts and crafts and/or rummage items cannot be sold with the exception of:

- Yard and garden craft items may be allowed as room permits. They must be made by the seller. The product may be made from manufactured materials provided that most of the product's value results from the crafting of the vendor. Items must have prior approval from the Market Master.
- Soaps, lotions, candles, etc. if the main ingredients in the product are produced by the owner/seller (i.e. soaps made from goat's milk or honey). Items will be allowed only if room permits and priority will be given to homegrown/homemade edible products. Prior approval from the Market Master is required.

4.) Market stalls shall not be used by non-profit organizations, political organizations, religious organizations, individuals, and/or businesses to promote their agendas.

5.) The Market Master has the right to request the removal of unwholesome or unapproved products.

6.) The Market Master has the right to request the removal of products that exceed the 20% resell allowance.

7.) Samples of food products given to the public must be handled as outlined by the State.

D. Producers vs. Dealers (Types of Vendors):

1.) Producers are vendors who produce over 80% of the products they offer for sale. In the event that there is doubt as to whether a vendor is actually producing 80% or more of the products they are selling, the Market Master may require that: a) a letter be submitted on behalf of the vendor from his county agent verifying that they are producing the products they are selling and/or b) on-site inspection(s) of the farm by the Market Master. In addition, a vendor may be required to provide receipts for his seeds, plants, inputs used, or land rental. The 20% that the producer does not raise must be entirely Michigan-grown produce and labeled by signage reading: "Grown by: (name and city of farm) in Michigan" or "Not grown on our farm but grown by (name and city of farm) in Michigan." Vendors must list on their application all products they will be selling under appropriate categories. Failure to do so will result in not being permitted to sell that particular product(s) for the entire season. Products purchased for re-selling (within your 20%) MUST all be listed in the appropriate section on the vendor product form. Supplementing items grown is considered re-selling and must be labeled as such. Resell items must be purchased from a Michigan farmer or from a Michigan-supplied wholesaler and you must be licensed to sell the items if applicable. Reselling items purchased at a grocery store may result in immediate termination from the Market. Mislabeling or not labeling resell items will result in violations, with the continued practice of doing so resulting in termination from the Market.

2.) A Dealer/Trader is a vendor that buys their produce/product (more than 80%) and re-sells it at the Market. Such dealers are required to provide a current copy of the required license from the State to the Market Master. This is primarily a producer's market. Thus, only one dealer is permitted (usually on a seasonal basis). The Market Master reserves the right to limit daily vendors to producers only on any given Market day. Dealers will be required to display signage at all times while at Market stating "Authorized Farmers Market Dealer."

3.) Specialty Products: Coffee beans are allowed, if beans are roasted in a Michigan approved and licensed facility and packaged according to State regulations.

4.) 100% Homegrown Vendors are vendors who grow 100% of what they sell. No re-selling (including supplementing crops) is allowed and will forfeit use of the sign. Vendors who wish to have a 100% Homegrown designation and sign will need to fill out the Homegrown application (only once unless new crops are added) and have at least one farm visit, until new crops are added. The Homegrown sign will be provided by Market staff once these requirements are met.

E. Vendor Stall Location/Dimensions:

1.) Stall renters may not move to another space without the permission of the Market Master and no stalls may be subleased. Only 1 business can be represented per stall. Seasonal vendors are limited to two stalls at any one time, with the exception of corner stalls. Three stalls may be issued to one vendor who holds a corner stall location. Current vendors holding three stalls within the Market will be allowed to keep said stalls until they cease to participate in the Market. Those stalls will then revert to one or two-stall spaces, whichever is deemed appropriate by the Market Master.

2.) Seasonal vendors wishing to rent adjacent vacant stalls for the day must get permission from the Market Master and pay the standing daily fee for rental of the extra stall. Seasonal vendors are limited to renting one additional stall for a total of three stalls. The exception to this rule are the vendors located in the northwest and southeast portion of the center circle, who are allowed to rent four seasonal stalls. They may also rent one additional stall under the daily rate if deemed available by the Market Master.

3.) Vendors must stay within their assigned stall lines. Tents shall not exceed 10 feet by 10 feet. A minimum three-foot-wide pathway or aisle shall be maintained in designated areas and no obstacles may be placed in pathways, aisle or frontage that could cause a pedestrian to fall. Covering (tents) of stall(s) shall be anchored by heavy weights or safely secured to insure the stability of the structure in windy conditions. Vendors must provide their own tables. In the event that an extension cord(s) is used, cords must be covered by the vendor with tape or a mat so as to not cause an unsafe condition for pedestrians. Tables must be set up in a uniform line. No signs, products, etc. can be placed in the main aisle of customer traffic flow. Vendors must do their best to keep their customer lines out of the flow of traffic.

F. Compliance with Federal, State, and Local Government Standards:

1.) Vendors must comply with licensing and identification, weights, measures and handling standards imposed by Federal, State and Local governments. If you are selling product by the pound, a scale must be present to make sure the customer is getting a pound. Misrepresentation will result in a violation (See Section I), is a mark against your character as a vendor and reflects poorly on the Market as a whole.

2.) The Market Master has the right to inspect any products offered for sale at any time and routine inspection should be expected. Misrepresentation of items sold will result in a violation (See Section I.) The Market Master has the right to visit any farm at any time, including for consecutive days to witness harvest procedures.

3.) Any vendor providing samples at Holland Farmers Market must operate under a certified kitchen license and must follow MDARD and SafeServe guidelines. Sampling of products must be done in compliance with the rules set forth by the Michigan Department of Agriculture.

4.) Vendors claiming to grow organic products must post their organic certification and provide a copy to the Market Master. Misrepresentation of items sold will result in a violation (See Section I.)

5.) Each vendor is responsible for obtaining the proper Federal, State and Local government licensing and providing the information outlined on the vendor application. Misrepresentation will result in a violation (See Section 1.)

6.) Reusing of boxes and/or bags is not allowed. If those boxes or bags are contaminated, your product may be blamed if someone gets sick, which reflects poorly on the Market as a whole. Eggs must be labeled and kept refrigerated. You must have a license if you are reselling eggs.

G. Required Liability Insurance:

1.) Vendors are required to carry liability insurance. The City of Holland will set the coverage limits. The current liability insurance coverage required is \$500,000. Your insurance should include auto coverage if your employees are driving your business vehicles. All seasonal and daily vendors must provide current proof of liability insurance with their application before they can operate a stall. Proof of liability insurance should be on an Acord 25 General Liability Certificate form and name the City of Holland as additional insured. Your insurance agent will be able to provide you with the form upon request. The certificate should be marked or reflect in some way that the City of Holland is an additional insured, and the "Certificate Holder" box must say:

City of Holland
270 South River Avenue
Holland, MI 49423

If you are not sure what the form should look like or how it should be completed, please ask the Market Master for a sample form.

H. Other Market Regulations:

1.) All vendors must display a sign with their name and address clearly visible to the public. This sign should be appealing to the eye, in good clean condition and in keeping with the character of the Market. If signage must be purchased, a new sign must be on site by the second week at Market. Labels for items that are re-sell should be clearly visible, in good clean condition, and attached to each crop on the table that is a resell item. The signs for any food assistance programs the vendor participates in should also be clearly visible to the public. The Market Master will provide signs indicating what vendors accept food assistance programs.

- 2.) The City of Holland does not intend to set vendor prices. However, vendors should keep in mind that this is a retail, and not a wholesale, Market. Prices should not match local wholesale prices. Please establish a fair retail price. Vendors will not regularly practice distress pricing. Keeping prices within a 10% range is acceptable. Vendors who practice distress pricing may be removed from the Market.
- 3.) Vendors are required to leave their assigned space clean and swept. No spoiled produce, boxes, plant containers, pop cans, etc. should be placed in trash receptacles that are provided for customer use only. Waste must be put in the rolling trash bins provided or taken back home.
- 4.) Vendors who have water access are responsible for their key and must ensure that the water is properly turned off and the door to the water faucet is locked before leaving the Market for the day. Any malfunctioning water faucet should be reported to the Market Master. Water access is located at every other column under the canopy.
- 5.) Each vendor's stall must be under the on-site supervision of a responsible person sixteen (16) years of age or older. Children are not permitted to roam or wander unsupervised.
- 6.) In accordance with the Michigan Department of Agriculture (MDARD) regulations, the Holland Farmers Market prohibits dogs with the exception of service dogs. Likewise, vendor's pets are not allowed at Market. (This is currently City policy and not a City ordinance. Therefore, it is currently not enforceable by the Holland Police Department.)
- 7.) No aggressive, invasive products such as Purple Loosestrife (*Lythrum salicaria*) shall be sold at the Market, as it is a threat to our ecological system.
- 8.) All vendor staff must park in designated areas, farthest away from the Market. This allows customers to park closer to the Market. The Market Master will inform you of approved staff parking areas. Vendors' vehicles are limited to the number of stall(s) the vendor rents (i.e. one stall = one vehicle.)
- 9.) No alcoholic beverage or controlled substance in any form shall be consumed and/or used on the Market premises.
- 10.) No "hawking" of products or pressured sales tactics are allowed.
- 11.) The Market is a "smoke and vape free" environment. Smoking and vaping is not allowed in your immediate stall area. If you choose to smoke or vape, moving to your vehicle is recommended so as not to offend your fellow vendors or customers. All cigarette butts must be cleaned up by the smoker.
- 12.) The Market is held rain or shine and will not be cancelled unless there is a life-threatening weather situation. Vendors are expected to remain for the full hours of market unless they run out of product. For weather conditions, it is up to each vendor to decide what is best for them and their employees.
- 13.) Harassment of other vendors will not be tolerated and will result in a violation or removal from Market. This includes events that are not related to our Market, on social media or

otherwise. Likewise, failure to treat the Market Master or Market staff with the respect required for their positions will result in a violation (See Section I.)

14.) Vendors are limited to owning only one business within the Market and only one business can be represented per stall.

I. Three Strikes Rule:

1.) Policy Violations by Vendor:

Vendors who a) violate the rules and regulations outlined in this information packet and/or b) fail to comply with vendor application requirements and/or c) fail to comply with any additional rules set forth during the Market season (notified in writing) will be dealt with under the Three Strikes Rule. Violations may deal with multiple rules or the same rule. Three violations will result in the vendor being removed from the Market for the season and may result in permanent removal from the Holland Farmers Market if recommended by the Market Master and deemed necessary by the Farmers Market Advisory Committee. No refunds will be granted upon removal. 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 the 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.

2. Violation records will be maintained by the Market Master. The Market Master will first issue a verbal warning, but a note will be made on the vendor's record. After the verbal warning, if the violation continues, the following steps will be taken:

- 1st Violation – Will be written, with a copy given to the vendor.
- 2nd Violation – Will be written, with a copy given to the vendor and the Market Advisory Committee.
- 3rd Violation – Will result in dismissal from the Holland Farmers Market and all fees forfeited.

J. Disputes Among Vendors:

1.) Disputing parties are encouraged to resolve their differences on their own. If the dispute cannot be resolved in this manner, the following steps must occur:

- Submit a Grievance or Product Challenge Form to the Market Master.
- A \$25 "complaint fee" is required at time of filing complaints, which is refundable if the violation is proven valid and results in disciplinary actions.
- If the decision of the Market Master is challenged, the complaint may be appealed to the Market Advisory Committee.

Disputes among vendors are subject to the same guidelines as the Three Strikes Rule.

K. Customer Complaints:

1.) Any customer complaint received by the Market Master concerning a vendor at the Market will be documented on a complaint form provided to the customer by the Market Master. The

vendor against whom the complaint was filed will receive a copy of the complaint within 7 days and should respond in writing within 7 days of receipt.

L. Market Advisory Committee

1.) A Market Advisory Committee shall be maintained through general elections by all vendors who have participated at the Market for at least a year. Four vendors (two daily and two seasonal) will be included on the Advisory Committee. The remaining committee will consist of one citizen at large, one Downtown Holland business representative and a member of City Council. The Committee will be facilitated by the Market Master.

2.) Elections for the vendor positions shall be performed every three years. Elected members will assume duties the following Market season. Vendors with complaints on their records the previous two years cannot be considered. Vacancies on the committee shall be filled through nomination by the standing committee.

3.) All decisions made by the committee must be approved by majority vote. Four members of the committee are necessary for a quorum. Meetings will take place quarterly but may be called at any time by consent of all members of the committee.

4.) Vendors shall be informed in a timely manner of decisions on violations as well as all changes to the Rules & Regulations

2019 Rules & Regulations 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 Rules & Regulations

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

Indemnity Clause

I agree to indemnify and hold harmless the Holland 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 Holland, the Holland Farmers Market and the City of Holland Downtown Principal Shopping District (collectively 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: _____

Printed Name: _____

Business Name: _____

Date: _____