



## FLINT FARMERS' MARKET RULES AND REGULATIONS

### INFORMATION PERTAINING TO EVERYONE

Whether you are new to the market this year or have been here for years, please make sure you read the following carefully and get back to us with any questions:

The Flint Farmers' Market is a year-round public market. This means that as well as meat and poultry, baked goods and pasta, cheese and wine, a café, an artists' gallery, and several prepared foods vendors, you will find both brokers and growers selling produce and agricultural products. In its early years, the market was dominated by growers; during the '80's and '90's, by brokers. While the recruitment policy of the current management (Flint Farmers' Market, LLC.) is focused on attracting and supporting local Michigan growers and producers, by coming onto the market you need to be aware and accept the fact that you will be competing with both growers and brokers and many vendors who do both. For us "Local" means Michigan grown or produced in season. "Homegrown" is reserved for growers; it means the product is grown or produced by you on your farm.

Some markets, because of their history and reputation, can afford to be "grower only" markets. That has not been a part of the Flint market's history, and to try to change at this point would serve no one's interests, least of all our customers. Rather, we have adopted a more European model . . . where growers and brokers can co-exist and competition is based on the uniqueness and quality of one's products as well as the excellence of one's displays and customer service.

The FFM, LLC, expects vendors to recognize that the Market is the entity which enables their individual businesses to succeed. Therefore, if the Market is to thrive, everyone who does business on the Market needs to follow the same practices. The following amended **Rules and Regulations** of the Flint Farmers' Market represent an attempt to recognize, a) that unique business and personal differences exist within the market, b) that individual vendors deserve the right to maintain their integrity as private entrepreneurs, but, c) that the overall success of the Market demands that certain procedures be followed by all for the "good of the Market."

#### Amendments

The management team reserves the right to amend these Rules and Regulations at any time. Amendments will be made in writing and will become effective immediately.

#### Attendance

In the best interests of the Market, all vendors are expected to be on the Market on the days they have contracted from the time the market opens until closing. If this expectation conflicts with the business requirements of individual vendors, management must be notified so that accommodations may be agreed upon.

### Cleanliness

At the end of each market day vendors are expected to clean their entire area. Vegetable matter, papers and boxes must be removed. Outside vendors must remove everything, including tents, tables/chairs, trash, etc.

Specifically:

Inside: sweep behind the counter and clean the display tables. Vacuum or brush tables if necessary.

Outside: clean the display tables and sweep under them. Sweep your parking area.

**All vendors are expected to break down their own cardboard and deposit it in the compacter.** Wooden and wire produce crates must be removed from the market by the vendor. Deposit of these containers in the dumpsters is prohibited.

**No grease may be poured into any drain, inside or outside.** Vendors using the market washtubs must clean the tubs after use.

Violation of these cleaning and disposal regulations will, after an appropriate warning, result in a \$50 fine.

### Closing

All vendors, both inside and outside, must have cleaned their space and vacated the market no later than **one and one half hour** after closing.

### Dispute Settlement

In the event that a conflict should arise between management and a vendor which is unable to be amicably resolved within the boundaries of the contract, these Rules and Regulations, Vendor Concern and/or Violation Forms, or common practice, a vendor may challenge the decision of management by completing a Dispute of Ruling form. This written document will go before a representative of the Management Team, a representative of the Vendors, and the President of the Flint Farmers' Market, LLC. This group will make a recommendation to the President of the Flint Farmers' Market, LLC, after which his decision will be binding and final.

### Emergencies and First Aid

All vendors are required to have in their possession a basic first aid kit. If an injury occurs that requires further care please call 911 first and then notify the management office.

### General Guidelines

Discourtesy to patrons or other vendors, obscene language, shouting or hawking of wares will not be tolerated. If necessary a Vendor Concern or Transparency Violation Form should be filed. It is expected, however, that these issues will be handled immediately in a mature fashion, and contained as much as possible so as not to disrupt the market experience for our customers.

Merchandise stored in the market building or on the premises is done at the risk of the vendor.

No physical alterations may be made to any space without approval of the Market manager.

**Non-disparagement**

Vendors and/or their agents and employees shall not disparage, demean or make negative comments about, in any form or fashion, the Market, its employees, managers and/or other vendors.

**Holidays**

From time to time, a market day will fall on a holiday. The decision to open or close will be made by management, with input from all vendors taken into consideration.

**Hours**

<b>Year Round Hours:</b>	*Tuesdays, Thursdays	9:00 to 6:00
	Saturdays:	8:00 to 5:00

\*Summer outdoor vendors may leave at 3 pm, provided adequate notice is given to market management.

**Gift Certificates**

All market vendors are eligible to accept the official Flint Farmers' Market \$5 gift certificates. All certificates are in \$5 increments and no change is to be given. Once you have redeemed them place your name on the back of the card and turn them in to the market office. Checks will be written bi-weekly to reimburse you for the gift certificates.

**Inclement Weather**

We are listed on the ABC12 inclement weather notification system. If in doubt about whether or not the market is open, text or call one of the managers or check your TV listing. If the market is open, but conditions in your area are too dangerous for you to travel, please notify market management.

**Insurance**

Vendors are required to have signed the general market insurance waiver or to hold a current \$500,000 liability policy.

**Late or No Shows**

Vendors who are running late or not coming **must** notify a market manager. Call one of the managers and talk with them in person rather than leaving a message on the phone in the office. (Outside Vendors: Your space will be forfeited if you have not called by 8:30 a.m.)

**Licenses**

All vendors are required to display the appropriate MDA, Health Department, and/or Sales Tax licenses, and to have the required insurance (\$500,000 Liability). Daily vendors are required to carry the same appropriate licenses.

**Procedures for Closed Booth** No colored cloths or bed sheets may be used to cover vendor booths at the end of the day or on days when vendor booths must be closed. Appropriate covering/protection of vendor booths is specified in the Design Criteria.

### **Prices and Points of Origin - Transparency**

All products must carry signage indicating their origin. “Homegrown” means the seller grew the product. “Michigan” means grown (not packaged) in Michigan. Other points of product origin are acceptable, but signage must be truthful.

The Flint Farmers’ Market understands that many growers also broker some products at some point during a season. Our goal at the market is not to eliminate this practice, but to ensure that our customers understand which products are grown and which products are brokered. Products not grown in Michigan must be clearly marked as to their point of origin. “Homegrown” means grown on the seller’s farm, not a neighbor’s or relative’s. Michigan grown means Michigan grown.

### **Products**

It is expected that, wherever possible, vendors will grow or make the products they sell, and that during the Michigan growing season, products will be Michigan grown.

Before coming onto the Flint Farmers’ Market, vendors must submit a Proposed Product List of every item they intend to sell, whether the item is grown or brokered. Sale of item(s) not listed on their Approved Product List, at any time during the season, is prohibited.

We reserve the right to encourage brokering vendors to provide alternative products if we have an excess of the product on the market brought by growers. (i.e. no brokering blueberries in August during peak blueberry season)

### **SNAP (Bridge Card), Double Up Food Bucks, WIC, Project FRESH**

Project Fresh, Senior Project Fresh, and Head Start Coupons may be accepted by eligible vendors. They are turned in to the market office and redeemed periodically. Vendors wishing to accept Bridge Cards must have their own ACS machines and pay a phone line usage fee. Most vendors accepting credit or debit use Square or a similar smart phone app. Double Up Food Bucks are accepted at the Flint market; customers must obtain a DUFEB rewards card and vendors lease a wireless machine to process the cards. Bridge Card receipts are deposited directly into the vendor’s bank account. DUFEB receipts are redeemed from the market office every two weeks. The Flint market does not accept DUFEB tokens.

### **Signage**

See Market Design Criteria for further information.

### **Storage**

Cold and Dry Storage will be available for all vendors. Rates will be based on type of storage required an individual product needs.

### **Parking and Driveway Usage**

Designated parking will be provided for inside market vendors as close to their selling space as possible.

Pavilion vendors may park within the designated 24-foot space behind their display tables/stalls if they choose. There will be no parking of any vehicles in any driveway outside the allotted 24-foot area behind each stall, unless permission is granted by the market manager. Vendor or

employee vehicles, which exceed the limits of this space, ***must*** be parked in a designated adjacent lot. Remember, if you allow your employees to park close to the market it makes it more difficult for your customers to get to your stall.

On Crim Race day and other downtown special event days, non-customers will NOT be allowed to park in the market lot.

### **ALL INSIDE VENDORS**

**All vendors are required to return a product list, signed contract, liability insurance or signed waiver, and the appropriate licenses, before their first day on the market.**

The holder of an inside contract will be expected to pay every month, including those winter months when he/she may be on leave. Invoices distributed the first of every month. ***Payment is due on the 15th of the month for that month. Late fees will be applied.***

A stall inside the market building will vary in size depending upon the requirements of each individual vendor. Assignment of stalls will be at the discretion of management based on diversity of products and the best interests of the Market. In order to request an open space or a move to a new space, a vendor or potential vendor must make a formal request to market management.

PLEASE NOTE: Vendors may only set up in their contracted area unless they have permission of the manager to do otherwise. No vendor may set up or expand into any aisles.

### **ALL OUTSIDE VENDORS**

**All vendors are required to return a product list, signed contract, liability insurance or signed waiver, and the appropriate licenses, before their first day on the market.**

The Summer Season opens April 30 and ends October 31. The holder of an outside contract will be expected to pay rent according to the terms of his/her contract. Invoices distributed the first week of every month. ***Payment is due on the 15th of the month for that month. Late fees will be applied.***

**Daily** simply means you are renting on a day-by-day basis. You must reserve your spot in advance, and payment must be received at the start of the business day. If you are not in the pavilion, you will need your own tent/table/chairs/etc.

**Lawn Stalls** are stalls set up on the grass at the front of the market. You must bring your own tent/table/chairs/etc.

**Pavilion** stall tables are 9' x 36" under the covered pavilion. Truck or sales space behind each table measures 10' x 24', total usage space approx. 300 sq. ft. This space may be used at the vendor's discretion for parking and/or displaying products for sale. Vendors with vehicles larger than the allotted 24 foot limit will need to make special arrangements with management. Note: No vendor may rent more than four stalls or one corner stall in the pavilion.

Assignment of stalls will be at the discretion of management based on diversity of products, seniority, and the best interests of the Market. In order to request an open space or a move to a new space, a vendor or potential vendor must make a formal request to market management.

**Patio and Sidewalks adjacent to the Market:** the patio in front of the market and all sidewalk areas are for market customers. The pavilion was erected for outside vending. Unless specifically authorized by management in writing, no vendor may set up his or her business on any market sidewalk or on the patio area in front of the market.

PLEASE NOTE: Vendors may only set up in their contracted area unless they have permission of the manager to do otherwise. **No vendor may set up or expand into any aisles.**

Electricity and water are available.

**OUTSIDE DAILY RENTAL RATES:**

May 1 to October 31	\$35/Saturday \$20/Tuesday or Thursday *Food Trucks are double.
November 1 to April 30	\$20/Saturday \$10/Tuesday or Thursday