



2016 MARKET SEASON

Definitions, Disclosures, Guidelines, Rules and Regulations

MISSION STATEMENT: The mission of the Downtown Saginaw Farmers' Market is to be the region's leading farmer's market featuring the area's highest quality produce and products directly from our farmer producers and vendors.

If any of the following information needs further clarification or if you have questions, please contact Shelley McGeathy, Executive Director at 989-798-1061 (cell). When at Market, contact the Market Manager.

2016 Vendor application, tables fees, and information:

All vendors will pay a non-refundable application fee of \$25.00

Farmer direct, homegrown, homemade, handmade – Daily \$30 ~ Full Season \$400 per table rented

Resale – Daily \$60 ~ Full season \$800 per table rented The DSFM Board reserves the right to limit these tables and determined the number of resale tables available during any market season will NOT exceed 15%.

A 3% service charge will be assessed to vendors accepting EBT(SNAP)/DUFBI/Credit/Debit Market tokens. When tokens are given to the Market Master for redemption, this 3% charge will be taken automatically from the vendor reimbursement check written by the DSFM Treasurer. Each vendor will have the option to participate in these programs or decline participation when they sign the EBT(SNAP)/DUFBI/Credit/Debit Agreement form provided by the DSFM to each vendor yearly.

All outstanding debts owed by vendors to the DSFM will be paid off ***completely*** prior to the new season vendor application being accepted for participation at Market.

The DSFM asks that ALL vendors will supply the Market with a copy of their liability insurance policy (business or farmowners/homeowners) and signed Hold Harmless Agreement when returning their completed vendor packet/information. A confirmation letter/email will be sent back to each vendor acknowledging receipt of these forms/information. A vendor WILL NOT be allowed to participate in Market without this information being on file. Any questions, please contact Shelley McGeathy before returning vendor information.

The number of tables allowed for rent will be determined by the DSFM. Vendors are allowed a maximum request of three (3) tables per farm/vendor/business/address for full season rentals. A confirmation letter/email will be sent back to each seasonal vendor confirming number of tables rented for the 2016 Market season. Unused tables may be rented at the daily rate upon approval of the Market Master including rental to daily and seasonal vendors. The Market Master will call the seasonal vendor to confirm their absence before renting the space to a daily vendor.

Each table is eight (8) feet long. The space defined by the area of the table(s) and area immediately behind those assigned areas is the space rented by the vendor and is the responsibility of that vendor to maintain throughout the market day.

DEFINITIONS of PRODUCTS SOLD and ABBREVIATIONS

- Farmer Direct (FD): grown on your farm, in Michigan during the calendar year
- Homegrown (HG): locally grown from other growers/neighbors in your area, in Michigan during the Calendar year, to supplement your product line. NOT to exceed 25% of vendor table space. If it exceeds 25%, resale table rent prices will apply and can be paid on a daily basis.
- Homemade(HMa)/Handmade(HM): products made by the seller.
- Resale(RP): Products made available that were not grown or produced by the vendor. These products include produce grown out of state and in state that are NOT LOCALLY GROWN.
- Locally Grown(LG): Produce grown in counties neighboring your own. For example, vendor living/growing in Bay County can sell items grown in Saginaw County but CANNOT sell items grown in Kent County unless resale table fees have been paid.
- Cottage Food (CF): produced in your home for sale at the Market providing the proper labeling, point of origin, and expiration date.
- DSFM: Downtown Saginaw Farmers' Market, Inc.
- MM: Market Master/Manager
- DUFb: Double Up Food Bucks
- SNAP: Supplemental Nutrition Assistance Program
- WIC: Women, Infants, and Children program
- ED: Executive Director

DISCLOSURE

THE DOWNTOWN SAGINAW FARMERS' MARKET INC., ITS BOARD, EMPLOYEES AND REPRESENTATIVES, THE CITY OF SAGINAW, SAGINAW COUNTY LANDBANK, AND ANY OF IT'S REPRESENTATIVES ASSUMES NO LIABILITY FOR DAMAGE OR INJURIES INCURRED BY THE VENDORS OR SHOPPERS ARISING OUT OF THE CONDUCT OR PARTICIPATION OF THE MARKET VENDOR.

GENERAL GUIDELINES

The Downtown Saginaw Farmers' Market, Inc. will be open each Monday, Wednesday, and Friday from 10am-3pm beginning May 27, 2016. The Market will be open Saturday, May 28 from 9am-1pm and beginning July 9, 2016 will also be open every Saturday through October 29. The Market season will end on Monday, October 31, 2016. We will be closed on Monday, May 30 (Memorial Day), Monday, July 4 (4th of July), and Monday September 5, (Labor Day).

The DSFM intention is to offer locally grown vegetables, fruits, flowers, plants, baked goods, dairy items, prepared foods, and craft items to the Saginaw Bay region residents and visitors. The sale of any other goods is prohibited without the explicit permission of the DSFM or designated representative. The DSFM expects honest and accurate representation by our vendors of their goods. This includes proper and when applicable, lawful labeling of their products and prices.

It is the responsibility of each vendor to follow ALL local, state, and federal regulations and laws.

The DSFM or those given authority by the DSFM Board have the right to refuse any vendor on an individual basis on any given Market day. The MM, under the authority of the DSFM Board, shall have full charge of enforcing all DSFM rules and regulations. It will be the MM's responsibility to make decisions at Market when special circumstances arise.

SNAP(EBT), WIC PROJECT FRESH, SENIOR PROJECT FRESH/MARKET FRESH, DOUBLE UP FOOD BUCKS SAFE FOOD HANDLING GUIDELINES AND RULES

It is the responsibility of each vendor to follow **ALL** local, state, and federal regulations and laws including those that apply to the use of SNAP, WIC Project FRESH, Senior Project FRESH/Market FRESH government programs and DUFB and when handling food whether it is fresh for sale or prepared on or off-site.

Misuse of the above listed benefits that break any regulations or law by any vendor could affect the ability of the entire Market to accept such forms of payment. Mishandling of foods prepared on site or otherwise, including foods prepared under the Cottage Food Law, could result in illness or even death. Therefore, if any vendor is proven to be knowingly ignoring local, state, or federal regulations or laws applying to SNAP, WIC Project FRESH, Senior Project FRESH/Market FRESH, DUFB, or food handling, action will be taken as follow with ***NO EXCEPTIONS!***

- 1st offense: Verbal and written warning of violation. Supporting documents of the rules, regulations, and laws that apply to the type of payment violation will also be supplied to the violator to avoid further incidence. A copy of all verbal/written warnings will be kept in the vendor's permanent file.
- 2nd offense: Suspension of the vendor's ability to accept ***ALL*** government issued forms of payment until the nearest DSFM board meeting date or Executive Committee meeting. At that time, the DSFM board will decide on the length of the suspension. The length will be determined based on the severity of the violation causing the suspension. The suspension is not to exceed 30 calendar days. *If during the suspension time the vendor is proven to accept any government forms of payment, their ability to do so will be prohibited from accepting such forms of payment for the remainder of the season.
- 3rd offense: Suspension of the vendor's ability to accept all government forms of payment for the remainder of the season.

*Prior to any suspension, the MM will offer the collection of current tokens/coupons for reimbursement. However, during the suspension MM will not offer collection of any tokens/coupons. Reimbursements for collected tokens prior to suspension will be distributed as usual unless circumstances warrant otherwise.

RULES & REGULATIONS

- 1) Full season table rental shall be paid as follows: **Non-refundable Application Fee of \$25 with the complete payment for each table that is to be rented on a seasonal basis is to be paid by FRIDAY, APRIL 8. Any questions regarding this should be directed to Shelley McGeathy (email: saginawdsfm@yahoo.com or cell 989-798-1061) **BEFORE April 1**. Failure to return completed forms, proof of liability insurance, Hold Harmless Agreement with fee and payment in full by this date may forfeit**

your location from the prior season. Any default of payment will result in the loss of designated space.

Any and all fees associated with NSF checks will be the responsibility of the vendor.

- 2) Daily Market fees must be paid to the MM **before** set-up! No vendor shall set-up without first paying for their daily rental along with having completed forms with PROOF OF INSURANCE given to the MM for the provided space.
- 3) Daily vendors must occupy table(s) that are available and assigned by the MM. No vendor will be allowed to reserve on a daily basis any given table. There will be no baskets, crates, etc., or people standing by/at tables to hold them for a later arrival of vehicles.
- 4) Seasonal FD, HG, CF, HMa, and/or HM vendors who have RP for sale, even if only for a short duration, must pay the \$30 difference in table rental before set-up. RP tables MUST be identified and grouped together.
- 5) Resale vendors are required to have identifying signs in place BEFORE Market opens for the day. Failure to have proper signage displayed will result in vendor removal from the Market for that day by the MM with NO refund of rent. NO mixing of resale products with FD, HG, HMa, or HM products will be allowed!
- 6) All vendors are responsible for product pricing and product origin signage. It must be clear, legible, and in place before the opening of the Market each day.
- 7) All vendors are required to display a sign inside the tent that clearly identifies their operation and location. Sign size should be a minimum of 12"X24". If you are unable to provide signage, the DSFM will provide this for you and bill you accordingly.
- 8) All vendors must clean up the debris around their table(s) at the end of each Market day. Disposal of all garbage a vendor creates while at Market is THEIR responsibility and must be removed by days end. Vendors may NOT use Market trash cans for their own trash. This included corn husks, outdated products, boxes, discarded items used to aid your sales, cans/meat/bread wrappers from food vendors. **Failure to comply will result in a vendor being billed a minimum of \$10 per occurrence.**
- 9) Price gouging or undercutting "reasonable" Market prices of other vendors WILL NOT be tolerated.,
- 10) All vendors must gain approval from the MM if they wish to change the configuration of their table(s). **The MM and DSFM board reserve the right to change the configuration of any and all table placements.**
- 11) Purse/package shelves attached to tables must be kept clear of vendor products. They are for customers' convenience not product display. In addition, products placed on the floor or samples distributed in front of the vendor table or Market aisles are prohibited. Products on the floor in front of the table(s) must be tucked under as not to obstruct the aisles for safety and traffic flow reasons.
- 12) Vendors will refrain from "hawking/barking" to entice customers – it is unacceptable to call out, follow customers, and yell price points to get potential customers to the vendor table.
- 13) Vendors (and their employees) are expected to conduct themselves in a courteous fashion. No foul, profane, or abusive language will be tolerated. We expect each vendor to be respectful and helpful to customers. Vendors are to refrain from public comments that criticize or complain about other vendors, Market operations and Market opening times. Vendor complaints should be directed to the MM in PRIVATE. Violators of this rule will be asked to leave for the day with no refund of rental fees. **Additional occurrences could result in revoking vendor privileges with NO refund of fees!!!** Issues that cannot be resolved between the vendor and the MM may be submitted in writing to the DSFM board for settlement. The MM will provide the Grievance Policy form.
- 14) A \$25 per month vendor utility fee will be charged to those vendors who use Market electricity. Fees will be billed and collected by the MM monthly.

- 15) Fresh meat, dressed poultry, livestock, frozen products, alcoholic beverages must ALL have written approval from the DSFM board BEFORE they may be sold. Appropriate licensing and inspection documents MUST be from the proper agencies, MUST be provided to the DSFM, and MUST be at the Market when vendors are selling.
- 16) To maintain consistency of product availability for our customers, we observe **NO EARLY SALES!!!** The Market will be opened each Market day by the MM with an opening bell and verbal recognition, wait for it! ***DO NOT SELL BEFORE THIS OCCURS!***
- 17) No sampling of vendor products is allowed of any kind.

VIOLATIONS/NON-COMPLIANCE

Anyone not complying with the rules and regulations listed prior will be notified by the MM, ED, or DSFM board of disciplinary action. The following are the Markets disciplinary steps and will be implemented without exception!

- 1st infraction: Verbal warning from the MM, ED and/or DSFM board.
- 2nd infraction: Written warning from MM, ED and/or DSFM board.
- 3rd infraction: Written notification of suspension of Market privileges with NO REFUND of any fees from the DSFM board of directors.