



Mailing Address: DSFM P.O. Box 3681, Saginaw, MI 48605

2023 MARKET SEASON

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.

2023 Vendor application, table fees, and information:

All vendor table space and parking space will be assigned by the DSFM Board for the 2023 season. The number of tables allowed for rent will also 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 the number of tables they will be allowed to rent for the 2023 Market season. Unused tables may be rented at the daily rate upon approval of the Market Association including rental to daily and seasonal vendors. The Market Manager will call the seasonal vendor to confirm their absence before renting the space to a daily vendor.

All vendors will pay a non-refundable, yearly Application Fee of \$25.00.

FARMER DIRECT, HOMEGROWN, HOMEMADE, HANDMADE PRODUCTS

~ DAILY RATE \$25 PER TABLE ~

<u>SEASONAL TABLE RENTAL</u>	<u>RATE PER TABLE</u>
ONE DAY M-W-S	\$350
ANY 2-4 DAY	\$550

RESALE, WHOLESALE, PURCHASED PRODUCTS

~ DAILY RATE \$35 PER TABLE ~

<u>SEASONAL TABLE RENTAL</u>	<u>RATE PER TABLE</u>
ONE DAY M-W-S	\$450
ANY 2-4 DAY	\$825

The DSFM Board reserves the right to limit resale/wholesale/purchased product tables available during any market season will NOT exceed 15%.

Vendors interested in seasonal table(s) please be sure to indicate on your application the day(s) you plan to attend Market. If you choose to attend on market days other than those you indicate on your application, daily fees will apply. Your table is not guaranteed and may be rented to someone else. Be aware, your table(s) may have more than one seasonal vendor. Please also indicate what type of vehicle and/or trailer will be used when coming to market. This is important information when assigning vendor table(s) and parking space(s).

A 3% service charge will be assessed to vendors accepting EBT(SNAP)/DUFEB/Credit/Debit market tokens. When tokens are given to the Market Manager for redemption, this 3% charge will be automatically deducted from vendor reimbursement. Each vendor will have the option to participate in these programs or decline

participation when they sign the EBT(SNAP)/DUFB/Credit/Debit Agreement form provided by the DSFM to each vendor yearly.

Vendors paying any fees via electronic payment, including but not limited to PayPal or Square, will be assessed a 3% service charge.

All outstanding debts owed from previous seasons to the DSFM will be paid off completely prior to the new season vendor application being accepted for participation at market.

The DSFM requires ALL vendors to supply the Market with a copy of their liability insurance policy (business or farm owners/homeowners) with minimum liability coverage of \$500,000.00. Vendors WILL NOT receive table designation without a copy of their liability insurance coverage in the possession of the DSFM.

A signed Hold Harmless Agreement must also be returned and on file before participation will be allowed.

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. Please note that not every space has parking directly behind them.

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, a vendor living/growing in Bay County can sell items grown in Saginaw County but CANNOT sell item 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 Manager
- DUFB: Double Up Food Bucks
- SNAP: Supplemental Nutrition Assistance Program
- WIC: Women, Infants, and Children program
- ED: Executive Director

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DISCLOSURE

THE DOWNTOWN SAGINAW FARMERS' MARKET INC., ITS BOARD, EMPLOYEES AND REPRESENTATIVES, SVRC INDUSTRIES, INC., SVRC MARKETPLACE, AND ANY OF ITS 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 2023 Market season begins at 10:00 a.m. on Wednesday, May 24, 2023. The DSFM will be open each Wednesday and Friday 10:00 a.m. – 3:00 p.m. and Saturday 10:00 a.m. – 1:00 p.m. through Saturday, October 28, 2023. Monday markets will begin at 10:00 a.m. on July 3, 2023 and run through August 28, 2023

(we will be open for a total of 9 Mondays during the heart of the harvest season). The DSFM will host four "Night Markets" during the 2023 season, watch for information as the details become available.

The Downtown Saginaw Farmers' Market has the intention to offer locally grown vegetables, fruits, flowers, plants, baked goods, dairy items, meats, 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 lawful labeling of products and pricing.

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

The DSFM requires proper licensing and documentation for any and all hemp or CBD products offered at the market. The DSFM will follow all local & state regulations regarding these products. Be aware, at this time, the City of Saginaw does not lawfully allow ANY sales of marijuana products within the city limits.

The Downtown Saginaw Farmers' Market strictly prohibits smoking under it's pavilions, in vendor parking spaces and near the SVRC building. This includes tobacco and/or marijuana products.

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 DUFEB and when handling food whether it is fresh for sale or prepared on or off-site. NO change may be given for WIC Project FRESH or Senior Project FRESH/Market FRESH coupons. It is the vendor's responsibility to verify the signature on the front of the coupon book with the endorsement signature signed in front of the vendor on the coupon to prevent fraud! 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 serious 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, DUFEB, 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 along with a minimum of one half (1/2) of complete payment for each table that is to be rented on a seasonal basis to be paid by FRIDAY, APRIL 21, 2023. The balance owed on table(s) rented to be PAID IN FULL by FRIDAY, JULY 14, 2023. **If seasonal rates are not paid-in-full by July 14, 2023, the vendor renting seasonal table(s) will be banned from setting up unless an installment of at least one daily market cost is paid (\$25) FD/HG/HMa/HM or \$35 for RP. This payment procedure will reoccur until the total seasonal rate is paid or the account is made current.**

Failure to return completed forms, Proof of Liability Insurance, Hold Harmless Agreement with fee and payment by April 21, 2023 may forfeit vendor's ability to rent table(s). Any questions regarding this should be directed to Shelly Harrell, Executive Director (email: saginawdsfm@yahoo.com or 989-327-4245) BEFORE April 17, 2023.

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

2) ALL vendor tables and parking spots will be assigned by the DSFM Board for the 2023 season.

3) Daily rental fees and a one-time application fee must be paid to the MM **before** set-up! No vendor shall set-up without first paying for their daily rental along with completed forms and PROOF OF INSURANCE given to the MM for the provided space.

4) 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 later arrival of vehicles.

5) Seasonal FD, HG, CF, HMa, and/or HM vendors who have RP for sale, even if only for a short duration, must pay the difference in table rental before set-up. RP tables MUST be identified and grouped together.

6) 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!

7) 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.

8) All vendors are required to display a sign under the pavilion 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.

9) 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 your responsibility and must be removed by the end of each market day. Vendors may NOT use trash cans under the pavilion for trash created by your business. This includes corn husks, outdated products, boxes, discarded items used to aid your sales. Failure to comply will result in a vendor being billed a minimum of \$10 per occurrence.

10) Price gouging or undercutting "reasonable" Market prices of other vendors WILL NOT be tolerated. This issue will be addressed on a case-by-case basis and will be discussed with market leadership.

11) 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 so 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 your 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) All vendors who use electricity at the market will need to provide their own extension cords to connect to outlets. **All extension cords must be 14-gauge and rated for exterior use** to comply with regulations from the Fire Marshall and SVRC Marketplace. Cords must stay clear of all walkways/pathways OR must be covered to prevent them from being a tripping hazard. Failure to comply with these regulations will result in not being able to use electricity at the market until in compliance.

16) 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.

17) 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!**

18) Sampling is allowed as long as guidelines are followed that have been set by the Michigan Department of Agriculture and Rural Development (MDARD). Guidelines can be found at: www.michigan.gov/mdard then type in Guidelines for Providing Safe Food Samples at Farmers Markets

19) Movement or rearranging of assigned tables must be approved by the Market Manager. NO EXCEPTIONS!

20) Tables may only be turned or moved if a barrier is put in place to completely deny access to the vendor parking area to customers. The barrier must be accompanied with signage alerting customers to the "NO ACCESS AREA" . The Market Manager can assist you with correct placement.

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.

If any of the information stated here needs further clarification or if you have questions, please contact Shelly Harrell, Executive Director at 989-327-4245 or Andrea Hamlin, Board Chair at alhamlin@svsu.edu. When at Market, contact the Market Manager, Marisa Loranger using 989-293-9066