



## 2023 Market Policies and Vendor Agreement

### MARKET HISTORY

The Northwest Detroit Farmers' Market (NWDFM) is an open-air market with the mission to improve access to locally grown, raised and processed products within the Grandmont Rosedale community. Grandmont Rosedale consist of five (5) unique neighborhoods – Minock Park, Grandmont, Grandmont #1, Rosedale Park, and North Rosedale Park. Each year, the market is held on Thursdays from June – October and enjoys attendance by thousands of attendees every season.

### MARKET MISSION

To promote and improve the Grandmont Rosedale community of Northwest Detroit by promoting healthy lifestyles, encouraging entrepreneurship, increasing access to locally grown and made products, and providing opportunities for neighbors to meet and connect with one another.

### HOURS & LOCATION

The 2023 market season is scheduled for June 22nd – October 12th, and will be held in the parking lot of the North Rosedale Community House (18445 Scarsdale Detroit, MI 48223 between Avon Road and Glastonbury Avenue). Please note that this year market hours will be returning to Thursdays from 4:00 PM to 8:00 PM, RAIN OR SHINE. According to market policies, participants are required to stay for the entire market. Leaving early without prior approval from the Market Manager may result in exclusion from future markets. Additionally, failure to show up on time without at least 24-hour advanced notice may result in loss of privilege to participate in future markets.

### TYPES OF VENDORS

The NWDFM welcomes food vendors selling fresh, wholesome produce and products. This includes locally grown, wholesale, resale, value-added, cottage food, prepared food, and food trucks. Artisan vendors may be allowed to participate in the market on a case-by-case basis. However, please note that Michigan-grown and made products are given the highest priority. It is expected that all vendors identify in their signage where their food was grown whenever possible.

### CONTACT INFORMATION

Our Market Manager can be reached by email at [nwdfm@grandmontrosedale.com](mailto:nwdfm@grandmontrosedale.com). Weekly farmers' market updates can also be found on Facebook at the following two address:  
<https://www.facebook.com/nwdetroitfarmersmarket/>  
<https://www.facebook.com/GrandmontRosedaleDevelopment/>

## Vendor Rules & Regulations

### ELIGIBILITY

The following information is provided to help you decide whether the NWDFM at the North Rosedale Park Community House is a good venue for your business. Please read this information completely and carefully before submitting an application. If you have any questions about your eligibility after reviewing this policy in full, please direct them to [nwdfm@grandmontrosedale.com](mailto:nwdfm@grandmontrosedale.com).

### All items sold at the market must meet the following requirements:

#### PRODUCE VENDORS

- Farmers shall sell at the market only fresh, sound, wholesome produce and products. All food shall be from sources approved or considered satisfactory by the local health officials and the Department of

Agriculture, and shall be clean, wholesome, free from spoilage, free from adulteration and misbranding, and safe for human consumption.

- ❑ TRANSPARENCY: Farmers should identify in their signage where their food was grown. You are also highly encouraged to identify in signage how it was grown (pesticides or herbicides used).
- ❑ Farmers and produce vendors shall follow Michigan Farmers Market Association regulations and guidelines. For more information on vending at the market, please visit [mifma.org](http://mifma.org).

#### **VALUE-ADD AND COTTAGE FOOD VENDORS**

- ❑ A value-add vendor is any person who is actually engaged in the production of any material(s) made into or used as food. Food trucks are considered to be part of this category.
- ❑ Value-add products may include (but are not limited to) baked goods, confections, spice mixes, beverages, etc.
- ❑ Any value-add products offered for sale in closed packages or sealed containers shall bear an approved label stating the producer's name and address, name of the product, ingredients, and net weight or measure. All labeling of any package or container(s) must comply with the State of Michigan Department of Agriculture, Food Division regulations.
- ❑ All value-add products offered for sale must be prepared in an inspected and approved kitchen. This includes food truck products.
- ❑ All value-add products prepared in a home kitchen shall comply with all provisions of the Michigan Cottage Food Law enacted in 2010, including labeling.
- ❑ All value-add items will be accepted at the discretion of GRDC.

#### **ITEMS FOR SALE**

As a NWDFM Vendor, you agree to offer for sale only those items listed above; additional items may be added with prior approval in writing by GRDC.

#### **LIABILITY INSURANCE**

Each food vendor is strongly encouraged to obtain liability insurance covering its activities at the Northwest Detroit Farmers' Market. For a low-cost insurance option, as well as member discounts, educational programs, and networking across farmers market, we encourage all vendors to join the Michigan Farmers Market Association. For more information please visit [www.mifma.org](http://www.mifma.org).

#### **VENDOR LICENSES**

If it is required that a vendor be licensed, information about their license(s) MUST be included on their vendor application and a copy of the license must be with them at each market. To find out more about required food licenses, licenses for perennial plants, and licenses for pet food vendors, please visit [www.michigan.gov/farmersmarkets](http://www.michigan.gov/farmersmarkets).

#### **FOOD ASSISTANCE**

Vendors selling eligible food items and food producing plants are required to accept food assistance benefits at the markets. Eligible food items include any food items that are for human consumption and are not hot and/or prepared foods intended for immediate consumption. Signs will be provided for vendors to post the day of the market to illustrate which food assistance benefits you accept.

Please note that our market utilizes plastic tokens for purchases by customers using SNAP/food stamp benefits and credit/debit cards. The market also utilizes metal tokens for purchases by customers using Double Up Food Bucks. Lastly, we accept paper coupons for the Project FRESH and Market FRESH programs. All qualifying vendors must accept all tokens and coupons.

If you are vendor who is required to accept food assistance benefits, you will receive a reimbursement payment via Bill.com on a two-week basis. Prior to the season starting, you will be invited to set up a Bill.com account where you can enter your direct deposit information.

## VENDOR ATTENDANCE

Once you are selected as a vendor for the market season, vendors must provide the Market Manager with the dates you will be attending. Vendors will be added to the market schedule based on market needs and vendor availability. Vendors are not required to come to every market day in the season, but are welcome to. It is the responsibility of the NWDFM to provide the community with vendors who are reliable and consistent. The Market Manager will take scheduling preferences into consideration, but ultimately it is the Market Manager's decision. Failure to give a 24-hour notice of cancellation will result in termination. Specifically, no-call no-shows will not be invited back to the market.

## VENDOR ORIENTATION

Once you are selected to vend at the market, you will be invited to attend 1 of 3 mandatory vendor orientation meetings taking place virtually June 1<sup>st</sup>, 8<sup>th</sup>, and 15<sup>th</sup>. Vendors only need to attend one orientation session. During this time, the market manager will review the outlined market policies, scheduled programming, bill.com, etc.

## VENDOR STALLS

- ❑ Vendors must have their stalls set up and ready for operation at the scheduled opening of the market. Tents will be set up with the assistances of volunteers between 2:00 PM – 3:30 PM. Vendors may set out their goods between 3:00 PM – 4:00 PM. Vendors MUST be ready to sell by 4pm sharp. Failure to not have your stall set up in a timely manner could result in termination from the market as a vendor.
- ❑ Merchandise is to be displayed within stall boundaries. No merchandise may be displayed in aisles.
- ❑ Stalls shall be kept free of garbage and trash. "Garbage" is defined as spoiled, leftover, or unwanted perishables; "trash" is defined as any containers or wrappings such as cardboard boxes, newspapers, and any item(s) brought to the market for sale that needs to be discarded. All garbage and trash must be removed from the stall area and taken away. Trash receptacles placed around the market should not be filled with any of the above-mentioned items.

## VENDOR FEES

The market shall begin Thursday, June 22nd, 2023 and will continue every Thursday through October 12, 2023. Hours of operation are 4 – 8 PM.

- ❑ The cost to rent each 10x10 ft. stall is \$20 per week for market vendors (produce/flowers/value added goods only) and \$30 for food trucks. Vendors may pay in cash or write a check payable to GRDC. Payments are due prior to the opening of the market every Thursday.
- ❑ Alternatively, market vendors receive a 10% discount by paying stall rental fees in two installments, cash or check payable to GRDC. Payments are due as follows:

June 22nd	\$153 (8.5 weeks @ \$18/wk)
Aug. 3 <sup>rd</sup>	\$153 (8.5 weeks @ \$18/wk)
- ❑ Market vendors receive a 20% discount by paying for the entire season in one lump sum:

June 22nd – Oct. 13, 2023 (17 weeks @ \$16/wk)
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**\$272 total for season – DUE June 22nd, 2023**
- ❑ Each vendor shall meet briefly with a GRDC representative prior to his or her initial participation in the market, to review market rules and regulations and to sign the stall rental agreement
- ❑ At times the NWDFM will receive support and/or funding to provide a limited number of scholarships or sponsorships for certain types of vendors. Inquire to see if you are eligible for a reduced rate.

## SAFETY AND BEHAVIOR

- ❑ Smoking is NOT allowed in immediate market areas.
- ❑ Consumption or sale of alcoholic beverages or any controlled substance(s) is not permitted in the market or on market grounds.
- ❑ No cars allowed in tented market areas after 3:30 PM without prior approval from Market Manager. If merchandise/produce needs to be unloaded, a cart can be used.

- ❑ Vendor will be responsible for any injury to himself/herself, vendor's employees, other vendors and/or the public which are caused by vendor's negligence, and which occur while vendor is at the market or while the vendor is moving merchandise to or from the market.
- ❑ Use of profane, vulgar, or abusive language will not be tolerated in the market or on market grounds.

#### **PROPERTY**

- ❑ Neither the Market nor the Grandmont Rosedale Development Corporation is liable for theft of or damage to any of the vendors merchandise or property before, during or after market hours.
- ❑ No merchandise, trash or garbage should be left in the market area by vendor after vendor leaves the market.

#### **INCLEMENT WEATHER AND MARKET CANCELLATIONS**

- ❑ Thunder storms, lightning, and flooding are conditions the NWDM considers inclement.
- ❑ In the event of inclement weather, the market will be canceled.
- ❑ If the weather becomes inclement during market hours, the market will close early at the discretion of the Market Manager.
- ❑ Vendors will be notified of market cancellations as soon as possible via phone and email.
- ❑ The NWDFM will post on all social medias as well as send a mass text to shoppers and residents if the market is cancelled or is closed early.
- ❑ Light rain is NOT considered inclement weather.
- ❑ In the case of strong winds, tents will not be set-up and vendors will only use tables.

#### **PRODUCT SAMPLING**

Safe preparation and handling of food items and samples is very important. If a vendor intends to offer samples of any food products at these events, Safe Food Sampling Guidelines must be followed. Any vendor sampling at the market must bring and use their own handwashing station. Inspectors from MDARD and the Wayne County Health Department are known to stop by from time to time.

#### **ELECTRICITY**

Electricity is available to an extremely limited number of vendor spaces within the market, and is primarily reserved for food trucks. Please note that we award electricity based on vendor need and the order in which applications are received and approved. If you are a vendor in need of electricity, it is your responsibility to include your request on your application and list your appliances. Generators are allowed, including for food trucks, as long as the noise level does not interfere with the ability of the vendors nearby to conduct sales with customers, as determined solely by the Market Manager.

#### **TENTS**

Market consistency is important. Therefore, the NWDFM will provide each vendor with the same set-up at every market: one (1) 6' table, one (1) chair, and one (1) weighted 10'x 10' tent (unless otherwise indicated on your application). We have a limited number of carts available, so please be prepared to share with other vendors or bring your own.

Please note that we will do our best to ensure that your vendor location does not change for the duration of your time at the market; however, this is not guaranteed. If you are unhappy with your placement in the market, you may submit a change request in writing (*see Grievance Policy\*\* below*). Approval is at the sole discretion of the Market Manager.

Sharing of vendor space is allowed, but must receive approval ahead of time. It is preferred that each vendor occupy as few spaces as possible so that a maximum number of vendors can participate and offer the greatest diversity of product to customers. NWDFM has the sole discretion to determine the number of spaces available to each vendor.

All participants (vendors, sponsors and nonprofits) are responsible for bringing their own supplies and equipment, including: additional chairs, signage, merchandising stands and displays, carts, etc. Vendors should bring their own cart to use to transport items from the unloading zones to their assigned stall space and should not expect carts to be provided onsite.

#### **SET-UP AND TEAR-DOWN**

All vendors will have one (1) hour for set-up and one (1) hour for tear-down each week – set-up is from 3:00 PM to 4:00 PM, and tear-down is from 8:00 PM – 9:00 PM. Participants should arrive early enough to be ready to greet customers by 4:00 PM. Everything, including garbage and recycling, must be removed from the Community House grounds by no later than 9:00 PM.

#### **PARKING & LOADING ZONES**

Our market is held in the parking lot of the North Rosedale Community House (18445 Scarsdale Detroit, MI 48223 between Avon Road and Glastonbury Avenue). Shoppers will have plenty of space to park in the community house parking lot. For vendors, on your application, please indicate whether you would like to park behind your tent. Space is limited inside the market and not every vendor will be able to park their vehicle behind their tent. Food trucks are the exception, and will be allowed to pull their truck into the parking lot for the entire duration of the market.

#### **SALES**

Vendors are responsible for all sales of their own products, including providing correct change to customers. Vendors should make sure they have signage or price cards that are clear and legible. All processed products must be properly and clearly labeled for sale.

#### **SALES REPORTING AND EVALUATION**

Vendors MUST complete a Vendor Sales Record at the end of each market day reporting their total sales by currency (for example, total cash sales, sales by credit card, and food assistance sales). Failure to complete and submit a Vendor Sales Record may result in a loss of privilege to participate in future markets. A Vendor Sales Record sheet will be passed out to each vendor at the beginning of the market. Near the end of the market day, a NWDFM staff person will visit each vendor's stall to collect their completed record and all food assistance currency collected that market day. The Vendor Sales Record will constitute the vendor's receipt for the food assistance benefits they turned in that day.

#### **PAYMENTS TO VENDORS**

All payments will be made electronically for the 2023 season. With that, all vendors will be required to set up a free account via Bill.com. Once you have been selected as a vendor, you will get email invitation to set up your Bill.com account. With Bill.com, you can enter your direct deposit information which may take up to 30 days to process.

#### **W-9 FORM AND TAX FILING**

GRDC is not responsible or liable for any tax or revenue reporting for Market vendors. However, GRDC will require ALL vendors receiving payments from the Market to complete and sign a current W-9 form.

#### **SOCIAL MEDIA**

NWDFM will create Facebook events for each of the markets, so please do not create your own. Instead, join NWDFM's events, post to the wall of the event and invite all of your Facebook followers to attend. Follow NWDFM on Facebook at <https://www.facebook.com/nwdetroitfarmersmarket/>

#### **EMERGENCIES**

In case of emergency, call 911. A copy of the Emergency Procedures for this market will be available at the NWDFM tent during the market.

## REFUND POLICY

No refunds available.

## GRIEVANCE POLICY\*\*

NWDFM has the right to deny or restrict any vendor or vendor representative's access to the market for failure to follow the policies herein. In order to be addressed, problems, complaints or concerns must be brought to the Market Manager within 24 hours of the event. Any grievance that cannot be resolved immediately by the Market Manager will be referred (within 5 business days) to the GRDC Executive Director for review provided the grievance is submitted in writing and includes:

1. Name (First, Last), business name, address, email address and phone number of complainant.
2. Description of the problem, complaint or concern, or specific market policy violation, including the date and approximate time of occurrence.
3. Name (First, Last), business name of offending vendor or vendor representative.
4. Description of steps taken by complainant to resolve the issue with vendor or vendor representative prior to reporting it to NWDFM staff, if applicable.
5. Description of complainant's preferred desired resolution

NWDFM staff and/or Market Manager will respond to all written complainants with recommended next steps for resolution within 10 business days of receipt of complaint, provided that all five of the above details are submitted. Any decision made by the GRDC Executive Director is considered final.

## ENFORCEMENT POLICY

NWDFM staff have the authority to enforce all policies. Failure to follow policies of the Farmers Market at the Community House will result in the following consequences:

- **First Occurrence:** Verbal warning
- **Second Occurrence:** Written warning including an explanation of which policy has not been observed, the steps that need to be taken to come into compliance, and the requested timeline in which those steps should be taken.
- **Third Occurrence:** Participants will either be asked to leave the market or will be excluded from returning to the next market, depending upon the severity and timing of the offense. If a participant is asked to leave or not return to a market, no registration fees will be returned.

If a vendor poses a health or safety hazard to themselves, other vendors, or market visitors, NWDFM reserves the right to immediately dismiss a vendor from the market.

Warnings will be documented by NWDFM staff and remain on vendor records across market dates and seasons. NWDFM staff will review these warnings each market and determine if they impact vendor eligibility for future markets. Questions? Please call email the Market Manager at [nwdfm@grandmontrosedale.com](mailto:nwdfm@grandmontrosedale.com).

## VENDOR INDEMNIFICATION OF GRDC

By signing this agreement, Vendor covenants and agrees to protect, indemnify and save GRDC harmless from and against all liability, obligations, claims, damages, penalties, causes of action, costs and expenses, including attorneys' fees, imposed upon, incurred by or asserted against GRDC by reason of any accident, injury to or death of any person or loss of or damage to any property caused by: (a) any act or omission of Vendor or Vendor's officers, employees, agents, or of anyone claiming by, through or under Vendor; (b) the failure or misuse of any equipment, tools, tables, packaging, or other items owned or used by the Vendor or Vendor's officers, employees, agents, or anyone claiming by, through or under Vendor; (c) any failure on the part of Vendor or Vendor's officers, employees, agents to perform or comply with any of the provisions, covenants, rules, duties, agreements, or requirements of this Agreement; (d) any violation of any applicable law, ordinance, order, rule or regulation by Vendor or Vendor's officers, employees, agents, or by anyone claiming by, through or under Vendor; and/or (e) any actions taken by the Vendor while at the Northwest Detroit Farmers' Market. Vendor further covenants and agrees that, if any action, suit or proceeding is brought against GRDC by reason of any of the foregoing, Vendor will, at Vendor's sole cost and expense, defend GRDC in any such action, suit or proceeding.

**VENDOR WAIVER**

Vendor waives and releases any claims Vendor may have against GRDC or GRDC's officers, agents, or employees for loss, damage or injury to person or property sustained by Vendor or Vendor's officers, agents, employees, guests, invitees or anyone claiming by, through or under Vendor resulting from any cause whatsoever other than gross negligence or willful misconduct of GRDC or GRDC's officers, agents, or employees.

**RESTROOMS**

Public restrooms are located on the ground floor of the Community House. No outdoor porta-johns will be available.

**TRASH**

NWDFM has reserved trashcans for use during the market. These trashcans are for shopper use. A trash dumpster will be available for vendor trash. Vendors will need to properly dispose of their own empty containers and/or trash before they leave.

**THE UNDERSIGNED VENDOR HAS READ THE ATTACHED MARKET RULES AND REGULATIONS, INCLUDING THE INDEMNIFICATION, WAIVER, AND INSURANCE PROVISIONS, UNDERSTANDS ALL THE TERMS OF THE AGREEMENT, AND HEREBY AGREES TO ITS TERMS BY SIGNING BELOW.**

**Applicant/Vendor Signature \_\_\_\_\_ Date: \_\_\_\_\_**

**COMPLETE, SIGN, AND RETURN THIS AGREEMENT TO:**

**By mail or In-Person:**

**Northwest Detroit Farmers' Market c/o Grandmont  
Rosedale Development Corp. 19800 Grand River Ave.  
Detroit, MI 48223**

**By Email:**

**Northwest Detroit Farmers' Market Manager  
[NWDFM@grandmontrosedale.com](mailto:NWDFM@grandmontrosedale.com)**