



# The Bedford Farmers Market Rules

Last Revised 03/11/2020

All Vendors should be familiar with all Market rules and abide by said rules. The policies and rules are enforced by the Market Board of Directors. Any grievances must be filed with the Board of Directors.

## Mission Statement

The Mission of the Bedford Farmers' Market (Market) is to provide healthy and fresh foods and other assorted non-commercial goods or services to the Bedford community and surrounding area. Approved vendors will find a supportive outlet for the sale of their goods/services. The Market will encourage commerce, entertainment, education, and trade in Bedford for locals, by locals.

## Vendor Products

Vendors will be required to indicate on the Vendor Agreement the products or services they will be selling. Vendors must be specific (i.e. not just produce but types of produce or not just crafts but types of crafts).

Vendors or their immediate family must grow or prepare at least 50% of farmed/produced products being sold. The remaining should be from local vendors/producers as well. All products must be approved by the Market Board in advance. Food not grown or prepared by the Vendor must be labeled with the name of grower or preparer and County of origin. The label must be visible to the public. Vendors must be able to prove they are meeting these requirements.

A vendor labeling or selling as "organic" must provide a copy of their USDA organic certification.

No goods will be sold that are considered illegal by local, state, or federal law.

## Regulatory, Health Department, Food Safety Requirements

Some foods or other items have regulatory, health department, food safety, etc. requirements. The Vendor, not the Market, is responsible to determine what those requirements are and adhere to them as required.

Vendors other than Farmers/Producers are responsible for following rules/regulations/laws that govern the sales of their specific items or services.

## Vendor Participation and Fees

Only approved vendors will be allowed to display or sell their goods at the Market. Vendors will not be permitted to sell until fees are paid and contracts are in order.

No vendor shall refuse to permit the purchase of any produce, goods, or participation based on race, religion, color, creed, gender or gender identity, political affiliation, national origin, sex, age, marital status, height, weight, or mental, or physical ability.

On the Vendor Agreement, vendors will indicate how often they wish to attend the Market, either as a Full Season vendor (approximately 25 weeks a year), a Half Season vendor (up to 12 weeks a year), or a Daily vendor. A Full Season vendor pays \$225 per year per space, a Half Season vendor pays \$125 per year per space, and a Daily vendor pays \$20 per day per space.

The Full and Half Season Vendor Fees are due by April 30th each year. The Daily Vendor Fee is due one week prior to each Saturday you attend. All fees are non-refundable even if the Vendor does not attend on a scheduled market day. This includes any early closing of the market due to inclement weather or any other unforeseen emergency situation.

Half Season and Daily vendors are required to indicate on the Vendor Agreement the dates you plan to attend the Market.

Each week the Market uses Facebook and/or other social media to advertise the vendors that are attending the Market and the products/services they will be providing. The Bedford Farmers Market Vendor Facebook page must be used to notify by Monday whether or not you plan to attend the upcoming Saturday and the products/services you will be providing.

#### Vendor Spaces

Each vendor space is roughly the width of one church parking space. There may be space available for Vendors to park behind their display, otherwise the Vendor must park in the customer parking area. The vehicle must not be moved until after the Market closes for the day.

The stated Vendor Fees are for each space. The maximum allowed spaces for Full and Half Season vendors may pay and occupy as many as 2 spaces. Such arrangements must be made prior to the payment due date of April 30<sup>th</sup> of each year. Normally only one space will be available for Daily vendors, unless space permits (approval is required 1 week prior).

The Market Board will maintain the Market layout map with the ability to assign spaces to each vendor. The Market Board will take into consideration product mix, customer flow, special promotions, and vendor seniority.

Space assignments are not transferable.

The Market may fill a Vendor's assigned space if that Vendor does not arrive ½ hour before Market starting time.

Vendors must leave their spaces and surrounding areas clean when they leave, taking all refuse and debris with them.

If providing samples, vendor must provide own refuse container. They must comply with safe sampling practices.

#### Food Assistance Programs

The Bedford Farmers Market is an authorized retailer for qualifying products in the following Food Assistance programs: WIC Project Fresh and Senior Market Fresh.

Vendors with qualifying products are strongly encouraged to participate in these programs. Customers use coupons to purchase Vendor products and the Vendors get reimbursed by the Market.

Application forms for each program must be completed and returned with the Vendor Agreement prior to April 30<sup>th</sup> of each year.

Contact Bob Potter (734 847 7061 or psandybob@aol.com) with any questions.

It is the Vendor's responsibility to be familiar with the rules and qualified products for each program.

### Photography and Recording

Bedford Farmers Market may have an on-site photographer as well as local or regional media at the Market to help promote the Market on varying social media and publications. Photos may be taken with, or without the knowledge of the subject, depending upon the situation. Vendors must give their consent, on the vendor agreement form, to be photographed, videotaped, and/or digitally recorded during the Market.

### General Market Rules

- All Vendors should be familiar with all Market rules and abide by said rules.
- The policies and rules are enforced by the Market Board of Directors. Any grievances must be filed with the Board.
- The name of the Vendor or Business must be posted at their stall. Signs for this purpose are the responsibility of the Vendor.
- No smoking or alcohol is allowed in the Market.
- Vendors are not allowed to bring any pets into the Market. Vendors are expected to inform customers that animals are not allowed in the market.
- Vendors will provide tables, canopy with appropriate weights, signage, and any display materials desired for their booth. All displays, especially umbrellas and canopies, must be securely anchored each market day with 25# per tent leg minimum weight, that does not impose a hazard to the customer.
- Each vendor is responsible for damage caused by displays, canopy, inventory or coverings.
- Vendors should arrive ½ hour before the Market starting time and be completely set-up before Market starting time.
- Customer vehicles are not allowed to be moved within the Market area during operating hours.
- Vendors shall conduct themselves in a courteous and businesslike manner. It is the market's goal to win friends and benefit vendors, customers, and the community.
- No music may be played by vendors during the Market. All entertainment to be held at the Market has to be approved by the Market Board.
- All products sold by the weight must be weighed on scales or measured in containers approved by the Inspector of Weights, Scales, and Measures, Michigan Department of Agriculture.
- Sales shall be conducted in a business-like manner. No shouting or other objectionable means of soliciting trade will be tolerated.
- Sharing space with another vendor must be pre-approved by the Market Board.
- All products, displays, signage, etc. must be contained within space assigned. Do not spill into other booths or common areas.
- Drop-in vendors are not allowed.
- Vendors may not vacate before the end of the Market time without approval of the Market Board.

### Product Exclusivity

- The Market does not guarantee any vendor the exclusive right to sell any one product. The customer usually benefits from having multiple vendors selling the same product.

- The Market will determine when a product category is adequately represented and make the decision to deny applications from vendors with similar products.
- The product mix in the Market as a whole, as well as customer demand, will serve as important factors in determining how many vendors will be allowed to sell similar items in the name of diversity.

#### Special Uses of Market Spaces

- The Market Board may reserve sales space in the Market for its own fund-raising activities. Funds from such sales are not intended for profit.
- The Market Board may make available space for use by community groups for non-sales purposes. Groups may request such space by contacting the Market Board in advance of the market day. The Board will not permit tables for petitions or material of a graphic, religious, or political nature. The Market Board reserves the right to deny any requests for community space use.

#### Pricing

- Prices must be clearly marked or posted.
- Collusion and deceptive pricing practices are strictly prohibited.
- Vendors are not allowed to pressure, harass, or bully other vendors regarding the pricing of their products.
- Undercutting, drastic price drops; dumping and other anti-competitive practices are prohibited and may be enforced by the Market Board.

#### Vendor Application and Approval

- No participant shall have the right to sell, sublease, transfer, or permit any other seller to use an assigned market location except by special approval of the Market Board.
- Non-profit groups are included at the discretion of the Market Board, with market mix kept in mind.

#### Modifications

- The Board reserves the right to cancel the privileges of any member/market participant who, in the opinion of the Market Board, has violated the rules and regulations governing the Market.
- The Board reserves the right to cancel the market season up to one month prior to the opening of the Market. Participants agree to hold the market harmless for any and all losses except fees paid to the Bedford Farmers Market.
- The Bedford Farmers Market reserves the right to revise the Rules or to make exceptions when beneficial to the Market.

#### Liability

- Each vendor agrees to be responsible for all damages to life and property due to the vendor's activities or those of their employees or family members at the Market.
- Each vendor agrees to be responsible for all damages, illnesses, or injuries caused by their products.
- Liability insurance is strongly recommended for each vendor. Verification of liability insurance must be submitted with the vendor application.
- Any vendor foregoing liability insurance must provide the market with a signed "hold harmless" (indemnification) agreement.

#### Indemnification

- The Vendor hereby agrees to indemnify, hold harmless, release, waive, and forever discharge the TBFM and its agents and employees and the Market Board for all bodily and personal injury, including

injuries resulting in death, and property damage, claims actions, damages, liabilities and expenses; including reasonable attorneys' fees and court costs, which may occur as a result of Vendor's participation in the Market, whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of the Market Board.

#### Market Rules vs. Market Bylaws

Market rules are directed to vendors and relate to the daily operation of the farmers market. Market rules are often displayed on the market's webpage for potential new vendors or customers to access and read.

Market bylaws and market rules are different documents with different goals. The market bylaws are focused on organizing the long-term success and leadership roles within the farmers market. Bylaws are typically not displayed for the public to view.