

Fulton Street Farmers Market

RULES OF OPERATIONS



1. Market Overview

1.1 Only the following items may be sold on the Market: farm produce (fruits, vegetables, flowers, fresh and or frozen meat, poultry, eggs, cheese, etc.), flowers and bedding plants, baked goods and other processed food items, and arts & crafts (must be handmade by the vendor selling them). All products requiring licensing must have copy of appropriate license on file with the Market. All vendors selling edible products must submit proof of liability insurance (minimum \$500,000 policy with Fulton Street Farmers Market named as additional insured.) See section 6 for information pertaining to Concession (ready to eat food) vendors. **Producers selling 100% homegrown products are given priority. Management strongly encourages a minimum of 80% to be homegrown. Accurate signage is a must and will be enforced.**

1.2 The Fulton Street Farmers Market shall be open on Tuesday, Wednesday, Friday, and Saturday from 8:00 AM – 3:00 PM from the first Saturday of May until the Saturday before Christmas Eve; Wednesday evenings are designated for the CSA pick up only (June through November 1st) from 4:00 PM to 7:00 PM for current applicant vendors, and Saturdays from 10:00 AM to 1:00 PM January through April. Supervision and access to office/restrooms will be provided while the market is open.

1.3 No one may enter the Market with intentions to sell products on other than the stated Market days unless they have obtained prior approval and have a signed contract on file with the Market. This includes Wednesday evening CSA pick up.

1.4 Any activity by any person not under contract with Market Management, such as busking, petitioning, campaigning or other public speaking must take place within the Market's free speech designated areas: on the sidewalk at the South end, the designated plaza blocks, and on the concrete traffic island at the North end. No such activity shall be allowed within the shed or the building or the parking areas of the Market. No tables, chairs or other fixtures may be set up in the free speech areas without the express permission of management.

2. Daily Producer Stall Rental Procedure

2.1 A producer is defined as a market vendor selling products grown on his/her farm or food products made by the seller in a state certified facility. A copy of applicable licenses must be on file in market office along with a signed vendor application or registration form.

2.2 At 7:30 AM, any seasonal (reserved) stalls and unreserved stalls that are vacant will be assigned to daily renters unless prior arrangements have been made by the Market Manager or support staff. When stalls are limited, priority goes to those 1) selling grown farm goods, 2) producing their own edible processed food product, 3) non-perishable items, such as arts and crafts.

2.3 Daily stall renters must register with Market Manager or support staff, who will determine eligibility. Daily stall renters must see Market Manager or support staff before taking a stall or entering selling area. All indoor stalls are for daily vendors only as of 2017, no seasonal rates may apply.

2.4 Market Management will maintain at least five open stalls to be rented by the day (open meaning not rented by the season).

2.5 Entry into the Market with intent to sell is prohibited unless the proper Market fee is paid to the Market Manager. Payment of the daily fee entitles the seller to one market session. Daily stall rates are: May – December: \$10/stall/day on Tuesday and Wednesday, \$15 Wednesday evening CSA pick up, \$20/stall/day on Friday, and \$30/stall/day on Saturday. January through March rates are \$10/stall/day and \$20/stall/day in April. This rate may periodically be adjusted pending Vendor Committee approval

3. Indoor Vending Details and Conduct

3.1 All indoor stalls are daily vendors as of 2017. No permanent structures are allowed. No seasonal stalls are allowed during Main Market Season from May through December.

3.2 Indoor vending space will be 8X8 in size, with a limit of two spaces per vendor.

3.3 Vendors are not allowed to install permanent signage in building, and all materials must be removed at the end of each market day.

3.4 No music or radios will be allowed inside the market building by vendors.

3.5 Indoor vendors must park their vehicles off-site. Indoor vendors must not park in customer parking spaces.

3.6 Indoor vendors are also bound to official rules of the Fulton Street Farmers Market, copies are available online through the market website or market office.

4. Seasonal Producer Stall Rental

4.1 The Market Manager is responsible for maintaining a Seasonal Stall Request waiting list. Seniority for Daily renters begins on the first date vendor participates in the Market, and one full year is awarded when Daily vendor attends a minimum of 24 market days in one season, six of which must be on a weekday.

4.2 Seasonal Stall Rental assignments will be made on a seniority basis. Seniority for seasonal stall renters begins when your stall is paid in full. Renters must rent seasonal stalls each year thereafter to maintain seniority date.

4.3 New seasonal stalls shall be assigned at the discretion of the Market Manager with the guidance and approval of the Vendor Committee. All new seasonal stalls must be producers selling at minimum of 80% of what they grow or produce themselves. New seasonal vendors may be subject to a farm inspection prior to being awarded a seasonal stall.

4.4 Seasonal stalls will be assigned each year. Seasonal stall renters will be offered the stalls they occupied the prior year. Seasonal stall renters must fill out stall reservation contract. They will be mailed to the last year's rentals in March, and they must be returned by April 15 to retain the same stalls from the previous year.

4.5 Seasonal Stall rent is due on or before **August 1** of each year. Current seasonal stall rates are \$500/stall/year, corner stalls \$550. This rate may be periodically adjusted pending Vendor Committee approval. Arrangements must be made with Market Management for any seasonal rent that is not paid by the due date. If bill is not paid in full by the end of the market season, the vendor shall lose selling privilege and/or seniority at the Fulton Street Farmers Market.

4.6 Dealers License Fee: **Any vendor that offers products for sale not produced/grown by them must pay the required fee of \$100 per stall for a dealer's license in addition to the seasonal stall rental fees.**

4.7 Seasonal stall rental and license fees are for the first week of May through the Saturday before Christmas Eve.

4.8 Seasonal stall renters wishing to rent additional stalls that are vacant for the day must get permission from Market Management.

4.9 There shall be a limit of five seasonal stalls per business.

4.10 Seasonal stalls will be held for vendors until 7:30 AM. each Market day unless prior arrangements have been made with the Market Manager or support staff. After 7:30 a.m., vacant stalls will be assigned to a daily renter.

4.11 In the event a seasonal vendor sells, or for any other reason, leaves his/her farm; their stall(s) shall be subject to reassignment by the Market Manager. Market privilege is not transferable to anyone other than relatives or heirs. Relatives or heirs to the farmer may continue that farmer's seniority as long as one full season does not lapse between transfer of ownership.

4.12 When seasonal stalls are vacated, they first will be offered to vendors currently selling on the Market with the highest seniority. This offer will be made as an opportunity for the vendor to transfer stalls, not to rent additional stalls for his/her operation.

5. Craftsperson/Artisan Stall Rental

5.1 A craftsperson/artisan is defined as a person creating a product such as apparel, toys, jewelry, home decoration, furniture, dried flowers, pottery, candles, photography, or other fine arts. All products sold must be created by the person selling the product or a family member of that person. All vendors of such items must be pre-approved by Market Management and must apply by filling out the **Artisan/Crafter Application** and have a sales tax license on file with the Market. Service items such as massage, acupuncture, etc. are not allowed at the market unless invited by Market Management.

5.2 Craftspeople/artisans may rent a daily stall at 7:30 AM after all perishable products have been assigned a daily stall. If more vendors than stalls are present, a lottery will be performed *just after 7:30 AM*; vendors must obtain lottery ticket in Market office no later than precisely 7:30 AM

5.3 No more than one craftsperson/artisan may occupy a stall space.

6. Concession Vendor Stall Rental

6.1 Concession vendors are considered as a vendor who sells “ready to eat” food. These vendors will be invited to join the market through a **Concession Vendor Application** process. Concession vendors are not allowed to vend in the market stalls, they must be located on either the brick plaza area to the North or South end of the market.

6.2 Concession vendors will be expected to attend all agree upon market days unless arrangements have been made prior to any absence with Market Management. All concession vendors must sign a **Concession Vendor Contract** detailing their responsibilities with Market Management. Signed contract will be kept on file in the market office.

6.3 Concession vendors must obtain all applicable licenses and furnish copies of these licenses to be kept on file in the market office.

6.4 Concession vendors are required to supply their own garbage receptacle. All concession vendors are expected to take all garbage away with them at the end of each market day.

6.5 Concession vendors with a successfully completed season will receive preference in regards to participating in the market for the next year.

6.6 Concession vendors will be required to pay for their space on a **daily basis**. The fees for the **2018** season (May-September) will be **waived** for Tuesday and Wednesdays, \$40/day for Friday and \$60/day for Saturday. Dates beyond September will go down to \$20/day for all market days.

6.7 The Fulton Street Farmers Market reserves the right to rescind the invitation to participate in the market at anytime without cause.

7. Vendor Conduct

7.1 No person shall use any stall not assigned to him/her by the Market Management. Any unused stalls may not be sublet. Unused stalls are forfeited to the Market Management for reassessment. Buying or selling elsewhere on Market property is prohibited.

7.2 Forestalling is prohibited. Forestalling is the act of intercepting a grower or other seller before he/she reaches the grower’s Market stall with an offer to buy all or part of his/her load or to influence Market prices by this method of controlling the supply or to

take advantage of Market conditions and prices before the seller can become informed or to circumvent Market regulations.

7.3 No hawking, outcries or other methods of attracting the attention of customers is permitted.

7.4 Vendors must be respectful of other participants of the market. Radios and other noise- making devices should not disturb other vendors and customers. Any ongoing noise disruptive to vendors or customers will not be tolerated.

7.5 Behavior that disparages another participant or the market, actions that unnecessarily interfere with other participant's set up, sales, or activities and any other action that in the Market Manager's determination are uncooperative in nature are prohibited.

7.6 Vendors who use abusive or threatening language, circulate rumors, or file false or frivolous reports that affect the reputation, integrity, or smooth operation of the market shall be subject to disciplinary enforcement action(s). (see section 8.5)

7.7 Vendors and their employees are not allowed to park in any customer parking area. Vendors must park behind the stalls they occupy or get permission from another vendor to park behind their stalls. All vendors' vehicles must be operated in a safe and prudent manner. Vendor and customer cars not parked in designated areas will be ticketed and towed

7.7b: **FRED RULE:** Starting in the 2018 Market Season, There will be a no tolerance policy to vendors occupying customer parking spaces during market hours. Any vendor that is found parking in customer parking will be subject to enforcement of rules as outlined in **Section 8.5**.

7.8 All vendors must clean the area they occupy daily. Vendors must remove all waste, rubbish or trash that they generate during the course of selling at the Market. Trash or residue from the vendor's product may not be placed in any storm sewer or in Market refuse receptacles. **Renters' areas are defined by the selling area and the parking spaces directly behind their selling area. As of 2018, Market Management will provided Vendor Cleaning Carts to help assist this in process.**

7.9 All passageways must be kept clear. Vendor's product must remain within the confines of their stall area and cannot extend into Market walkways. The Market Management is responsible for removing waste, rubbish or trash in common areas of the Market. Common areas are those outside the vendor's stalls used by vendors and customers, including but not limited to restrooms and parking areas.

7.10 Market vendors must comply with all identification and signage requirements as identified by Market Management, and must comply with all licensing as required by law. See the **Fulton Street Farmers Market Signage Guidelines** at the end of this document.

7.11 All goods offered for sale by weight must be weighed on approved scales in full view of the customer, if requested.

7.12 Products offered for sale must not be over-faced, misbranded or misrepresented in any way. If vendor is found in violation of this rule, please refer to “Product Challenge” procedures. All products offered for sale must conform to Federal and State grading and local health laws.

7.13 No animals are permitted on the Market except to assist individuals with disabilities. Vendors may not bring their pets to the market.

7.14 No materials may be attached to the market stalls without permission of the Market Management nor any permanent materials attached or alterations made to Market stalls without permission. No signs or banners may extend past the furthest post of a stall.

8. Interpretation & Enforcement Procedure

8.1 The Market Manager and the Vendor Committee shall have the authority to interpret and enforce the Market rules.

8.2 The Market Manager and the Vendor Committee shall resolve any disputes that arise regarding Market operation, signage discrepancies, or product challenge and may require that descriptions of disputes be submitted in writing. *See Signage Guidelines and Product Challenge Form at the end of the document.*

8.3 The Market Manager may deny a vendor the privilege of selling at the Market on any given Market day for misrepresentation of products, poor quality of products or produce, nonpayment of fees, failure to comply with a direction of the Market Manager, disrupting the operation of the Market, or any other violation of the Market Rules.

8.4 Market Manager reserves the right to reject a vendor application if, in the Market Manager’s judgment, the produce, goods or food items are not compatible with the overall concept of the Market, or the product mix currently offered at the Market.

8.5 The enforcement procedure will follow a “three-strike rule”: The first violation will result in a verbal and written warning, any violations beyond will result in STRIKE 1) the second violation will result in a \$100 fine. STRIKE 2) the third violation will result in one

week suspension of Market privileges and lastly STRIKE 3.) any additional offenses will result in loss of vending access for the remainder of the year as well as loss of accrued seniority at FSFM and the vendor must apply as a new vendor next season. - **Any vendor that receives a violation from the Department of Agriculture or Health Department at the Market will automatically receive one strike.**

8.6 If a vendor accumulates 3 or more disciplinary actions in a two-year period, the Vendor Committee has the jurisdiction to revoke market privileges and/or recommend denial of future application for vending.

8.7 Vendors who have been suspended shall forfeit rental of stall(s) during suspension and may be reassigned to different stalls after the suspension is lifted. These reassigned stalls (if a seasonal vendor) then become this vendor's seasonal stalls until such time that the vendor may change market location through application of his/her seniority to occupy previously vacated stalls.

8.8 The Market Manager, Vendor Committee, and other authorized representative of the Market or the City of Grand Rapids shall have the authority to cite violators.

8.9 The directions of the Market Manager, authorized representative or the Vendor Committee must be complied with all matters pertaining to the operation of the Market. Complaints or appeals concerning disciplinary actions may be made in writing to members of the Vendor Committee. The directions of Market Management must be complied with until the final resolution of appeals has been made.

8.10 Rules and regulations shall be consistently applied with respect to all vendors.

9. Vendor Committee

9.1 A Vendor Committee shall be maintained through general elections by all vendors with at least a year's seniority at the market. Six vendors shall comprise the Vendor Committee. Voting privilege will only go to those committee members that vend at the Market.

9.2 Elections shall be performed every three years. A minimum of four seasonal vendors may sit on the Market Committee. The next vote utilizing ALL seasonal vendors in a general election will occur in the fall of 2018. Elected Market Committee members will assume duties in the winter of 2019.

9.3 Vacancies on the committee shall be filled through nomination by the standing committee.

9.4 All decisions made by the committee must be approved by a majority vote. Four members of the committee are necessary for a quorum. Meetings may be called at any time by consent of all members of the committee. All other meetings must have at least a 15 day notice.

9.5 The Board of Directors relies upon the expert advice and recommendations of the Vendor Committee regarding amendments or changes to the Rules without regard to the origin of proposed amendments or changes. In the event the Board of Directors has questions, concerns, or disagrees with proposed amendments or changes to the Rules, the Board will refer the matter back to the Vendor Committee for further consideration and subsequent resubmittal to the Board for action.

The City of Grand Rapids Parks and Recreation Department, as stewards of the property on behalf of the City, shall be informed in a timely manner of all changes to the Rules of Operation adopted by the Fulton Street Farmers Market Board of Directors.

10. Dispute Resolution

10.1 If a Market vendor or participant or potential vendor or participant believes its rights have in some way been violated or that another vendor or participant has acted outside of its authority or in a way that it is believed such vendor or participant has been harmed the following dispute resolution steps shall be followed:

a. First, the disputing parties are encouraged to resolve their difference on a one-on-one basis with the Fulton Street Farmers Market designated Market Manager serving as a facilitator, as necessary.

b. Second, if not resolved between the parties, the aggrieved party(ies) shall document its grievance in writing and submit it to the Fulton Street Farmers Market designated Vendor Committee who, working with the parties, shall attempt to resolve the dispute.

c. Third, if still not resolved, the aggrieved party(ies) may appeal to the Fulton Street Farmers Market Board of Directors (the "FSFM Board") who shall convene a subcommittee of the FSFM Board (the "FSFM Subcommittee"). The FSFM Subcommittee shall receive the written grievance from the aggrieved party(ies) along with written reports of the Market Manager and Vendor Committee describing each of their proposed resolution of the grievance. Not later than 30 days after receiving this information the FSFM Subcommittee shall render its decision for resolution of the dispute which shall be final unless appealed as provided below.

d. Fourth, if the aggrieved party(ies) is still not satisfied, it may request that the FSFM Board consider an appeal of the grievance. The FSFM Board, may, but is not required to,

consider the appeal. If it determines not to consider the appeal the decision of the FSFM Subcommittee shall be the final decision of FSFM. If it determines to consider the appeal, the FSFM Board shall prescribe the procedures to be followed in considering the appeal and the decision of the FSFM Board shall be the final decision of FSFM.

e. Fifth, if the aggrieved party(ies) is unwilling to accept the final FSFM decision, it may take its grievance to the Dispute Resolution Center of West Michigan for mediation. FSFM agrees to participate in such mediation and such cost of mediation shall be equally shared by the aggrieved party(ies) and FSFM unless the FSFM Board shall agree to pay a greater share of the cost. If the dispute shall be successfully mediated, that shall be the final decision. If not, the final decision of the FSFM Board shall be the final decision of FSFM which Fulton Street Farmers Market vendors and participants shall be bound by.

During the pendency of the dispute resolution process the aggrieved party(ies) shall comply with the directives of the Market Manager. The Market Manager may prohibit an aggrieved party(ies) from participating at the Fulton Street Farmers Market during such period if he/she determines that such participation is detrimental to the operation of the Fulton Street Farmers Market.



FULTON STREET FARMERS MARKET SIGNAGE GUIDELINES

One of the values of Fulton Street Farmers Market is TRANSPARENCY. We believe that our customers deserve honesty in labeling practices in order to make informed decisions.

All vendors are required to display signage for all of their products and prices. Signage must be posted no later than 9AM.

Please be aware that signage rules are being enforced at the Fulton Street Farmers Market. The definitions are as follows:

Homegrown: Any produce marked “Homegrown” **MUST** be grown by the farm renting the stall at the market. **ANY PRODUCTS NOT LABELED ARE ASSUMED TO BE HOMEGROWN.** Mislabeling product is a violation of market rules and subject to disciplinary action.

Michigan: Any produce not grown by the farm represented at the market, but grown in Michigan **MUST** be labeled accordingly. “Michigan” is acceptable, but further description, such as a city, is strongly encouraged.

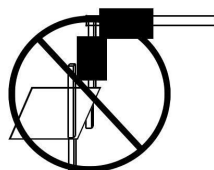
State of Origin: Any produce being sold from out-of-state **MUST** be labeled with the state of origin.

Organic: All Produce labeled “Organic” **MUST** be CERTIFIED ORGANIC.

Reselling: No claims can be made by any vendor for product not specifically grown by the vendor themselves. This includes such claims as *no-spray, organic or pesticide free*. The **only** claim that can be made is the place of origin on display.

Vendor Identification: All vendors must have a sign identifying their establishment. Customers deserve to know who they are purchasing from.

Sign Orientation: All signs must not protrude past the vertical poles at the front of the stalls



Incorrect signage example

Aisleways: Must be kept clear and free of any potential tripping hazards. Product should not protrude further than ledge on customer side.



TO:

DATE:

SUBJECT: Signage Violation / **Market Rule Violations**

This serves as confirmation of a verbal warning along with a written notice regarding failure to comply with FSFM signage guidelines and or **Market Rules of Operations**. Specifically, [clearly state the violation]

This is your opportunity to correct your non compliant signage or rule violation at Fulton Street Farmers Market. In order for your signage to be considered compliant, you must achieve and maintain the following signage standards, as detailed on back of this document. [see back] Any additional instances of non compliance signage or rule violations will result in the following 3 STRIKE enforcement policy:

1. A \$100 fine
2. A one week suspension of vending at market
3. Loss of vending access for the remainder of the year as well as:
 - Loss of accrued seniority at FSFM
 - Vendor must reapply as a new vendor for the next season

Vendor - Signature is acknowledge of receipt

(Print Name)(Signature)(Date)

FSFM Staff administering Warning:

(Print Name)(Signature)(Date)

Product Challenge

1. Product challenges may be made for misrepresentation of product by a vendor. Vendors can submit a written product challenge form when they believe another vendor is misrepresenting his/her product. Product challenge forms are available in the market office.
2. A product challenge must be signed by the person(s) bringing the challenge and preferably be supported by physical and verbal evidence of the offense. The product challenge must be made on the day of, or within the week the violation is observed. Challenges alleging wrongdoing on past occasions will not be accepted.
3. There is a \$100 filing fee which can be shared by a group of vendors. This fee is returned to the challenger if the claim is verified.
4. The vendor receiving the product challenge must respond to the challenge in writing. Failure to admit or deny a challenge may result in a determination that the challenge is valid.
5. A Market representative will conduct a farm site visit in a timely manner to make a determination on the product challenge.
6. Product challenge forms are available at the FSFM office. Because of their sensitive nature, they must be returned directly to the Market Manager.
7. If the vendor is found in violation, the vendor must pay the \$100 fee and disciplinary action will be taken according to violation procedure.

Product Challenge Form

Fulton Street Farmers Market
 1145 East Fulton Street, Grand Rapids, MI 49503
www.fultonstreetmarket.org



PRODUCT CHALLENGE FORM

Vendors can submit this challenge form when they believe another Vendor is misrepresenting their product. There is a \$100 filing fee (which can be shared by a group of Vendors). This fee is returned to the challenger(s) if the claim is verified. Please submit this form directly to market management on the market day or within a week of the market during which the alleged violation occurred. FSFM will not reveal challenger(s)' identities to anyone.

Name of the vendor about whose product you are inquiring: _____

Specific product(s) about which you are inquiring: _____

Market date and approximate time at which the product is being sold: _____

Please state the specifics of the violation:

Provide any evidence that supports your challenge:

Your name, business name, addresses and phone number:

<p>For Market Use Only Date Rec'd _____ By _____ Fee Rec'd _____ Date: _____</p>	<p>Notes:</p>
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