

# Fulton Street Market

## RULES OF OPERATIONS

*Updated March 2024*

### 1. Market Overview

**1.1** Only the following items may be sold on the Market: fruits, vegetables, flowers, meat, eggs, cheese, bedding plants, value added food products, and handmade arts & crafts. Those selling 100% homegrown products are given priority. Management strongly encourages a minimum of 80% to be homegrown.

**1.1a** Fulton Street Market prohibits the sale of the following products: tobacco, vaping paraphernalia, vitamins, CBD oil, and all products derived from the cannabis genus.

**1.1b** Any vendors offering products for sale that are not produced, raised, or grown by themselves must pay a \$100/stall Dealer Fee during Main Season. This applies only to food vendors, as artisan vendors cannot sell anything besides their own handmade products.

**1.1c** The Market does not accept vendors operating under Michigan's Cottage Food Law. All food businesses must be insured and licensed with the state with their products made in a certified commercial kitchen.

**1.1d** The Market does not accept vendors who are selling services rather than products, unless invited by Market Management. Businesses are welcome to sponsor the Market in exchange for a spot on the plaza where they can share information about their business. Interested parties should email [info@fultonstreetmarket.org](mailto:info@fultonstreetmarket.org) for details.

**1.2** The Fulton Street Market hours are as follows:

- **Main Season** (May-October): Wednesdays, Fridays, and Saturdays from 8 AM to 2 PM beginning with the first Saturday in May.
- **Second Season** (November-April): Saturdays from 10 AM to 1 PM beginning the first Saturday in November.
  - In a 2023 vote, the Vendor Committee decided that the market be closed for 2 Saturdays per year, those closest to Christmas and New Years.
- **CSA Pick Up**: Wednesday evenings year round from 4 PM to 7 PM.

**1.3** No one may enter the Market with the intention to sell products, hold product pick-ups, or in any way distribute or promote products other than on the stated Market days during market hours.

**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 located on the plaza at the South end of the Market. These spaces are subject to change based on Market activities. See Market Management for direction to these areas. No such activity shall be allowed within the headhouse or the parking areas of the Market. No tables, chairs or other fixtures may be set up in the free speech zone by anyone but Market Management.

**1.5** Market vendors are categorized in the following ways

- **Farmer:** those growing or raising farm products such as vegetables, fruit, herbs, meat, eggs, flowers, or bedding plants.
- **Food Producer:** those selling prepared food or value added food products, such as jam, cheese, salsa, baked goods, beverages, and snack products.
- **Artisan:** those producing handmade arts and crafts
- **Concessions:** those offering hot or otherwise ready to eat food.

**1.6** Daily and Seasonal Vending

- **Daily:** All new vendors begin as "daily" vendors, meaning they pay for their stall(s) each day they attend Market and do not have a permanent stall placement. Daily stall rates are as follows:
  - **Main Season:** Wednesdays \$10/stall, Fridays \$25/stall, and Saturdays \$35/stall.
  - **Second Season:** Saturdays \$15/stall
  - **CSA Pick Up:** \$15/day
- **Seasonal:** After a commitment to the Market has been shown, daily vendors may request to be considered for seasonal status. See **Section 3** for Seasonal Vendor Information.

**1.7** All vendors must be approved by Market Management before vending in each new Market season. Daily vendors must check in with Market Management before occupying a stall each time they attend Market.

## **2. Vendor Requirements**

### **2.1 Farmers**

- **Produce** - General liability insurance, seed receipts, and applicable certificates such as USDA Organic or Certified Naturally Grown

- **Meat & Dairy** - General liability insurance, feed receipts, MDARD license, warehouse license, and applicable certificates such as USDA Organic or Animal Welfare Approved
- **Plants** (annuals) - seed receipts
- **Nursery Stock** (perennials) - Nursery License
- **Flowers** - Seed receipts
- **Honey & Maple Syrup** - General liability insurance and proper product labeling
  - Under the Michigan Food Law, honey and maple syrup retail outlets and processing facilities operated by the producer are exempt from licensing if gross sales are \$15,001 or less.
- **Eggs** - General liability insurance, feed receipts, certifications when applicable

## **2.2 Food Producers and Concessions Vendors**

- **Value Added Products** - General liability insurance, MDARD or health department license, proper product labeling, warehouse license where applicable
- **Alcohol** (cider, wine, & mead) - General liability insurance, MLCC license

## **2.3 Artisans**

- **Handmade Arts and Crafts** - photographs of products in the process of being created AND photographs of finished products
- **Pet Treats** - Feed license through MDARD

## **3. Seasonal Vendor Information**

**3.1** Seasonal stalls are only available to vendors who have shown a commitment to the Market through consistent vending during Main Season weekday Markets and/or Second Season. Seasonal stalls are awarded and assigned at the discretion of the Vendor Committee who vote based on the vendors' attendance, seniority points, product mix, and disciplinary history. Voting takes place yearly in the spring before Main Season begins. A limit of three seasonal stalls are awarded per year. Artisan vendors will not be considered for seasonal stalls during Main Season.

**3.2** Market Management is responsible for maintaining a Seasonal Stall Request waiting list and will review the attendance of vendors who fill out the Seasonal Stall Request Form to determine their seniority point status. Vendors can accrue 1 seniority point per year when they attend a minimum of 24 Market days during Main Season, twelve of which must be on a weekday.

**3.3** Once awarded, a vendor retains seasonal stalls (effective during Main Season only) for the duration of the time they are still an approved vendor. Seasonal vendors will remain in the same stalls each year. If seasonal vendors are interested in changing their stall location they must notify Market Management. All changes will be approved by the Vendor Committee in the spring before Main Season begins.

**3.4** Seasonal vendors are expected to fill out an application to demonstrate their intent to continue vending in all subsequent seasons.

**3.5** Main Season Seasonal stall fees are due on or before August 1 of each year. Current Main Season seasonal stall rates are \$750 each for corner stalls and \$700 each for all others. This rate may be periodically adjusted by the Board of Directors. Arrangements must be made with Market Management for any seasonal rent that is not paid by the due date. Any seasonal stalls that are not occupied and/or paid in full by August 1 will be forfeited and laid fallow for a year before they can be reassigned to another vendor.

**3.6** Dealer Fee: Seasonal vendors that offer any products for sale not produced, grown, or raised by them must pay a \$100/stall Dealer Fee in addition to their seasonal stall fees. The Dealer Fee is due with the seasonal stall payment by August 1.

**3.7** Seasonal vendors wishing to rent additional stalls must obtain permission from Market Management and pay the daily rate for each additional stall.

**3.8** As of 2019, vendors are only able to accrue up to three seasonal stalls.

**3.9** Seasonal stalls will be held for vendors until 7:30 AM each Market day unless prior arrangements have been made with the Market Management. After 7:30 AM, vacant stalls will be assigned to daily vendors.

**3.10** Seasonal stalls that are left unused for more than one year will be forfeited. Seasonal stalls can be revoked as explained in section

#### **4. Artisan Vendor Information**

**4.1** An artisan vendor is defined as a person creating a product such as pottery, woodwork, bath and body care items, candles, paintings, and other fine arts or crafts. 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 an application. It is highly encouraged to have a sales tax license, but it is not a requirement to become a vendor.

**4.2** Main Season Stall Rental Procedure: Artisan vendors will be sent a Booth Request Form for Wednesday and Friday Markets during Main Season. Artisans should complete this form to indicate which Markets they would like to participate in from week to week. If Management receives more requests for booths than there is space on a given Market day, priority will be given to food and farming businesses. At that point, Management will determine which artisan vendors to accept for the remaining booths. It is the discretion of Market Management to determine which artisans will be invited to participate in this

scenario, a decision which will be based on the order in which the Booth Request Form is filled out, attendance history, and Market conduct.

Artisan vendors do not have the ability to request a Saturday Market stall during Main Season. To participate in Saturdays, artisans must arrive on the morning of Market between 7 and 7:30 AM to put their name in for a lottery that will take place if there are unoccupied stalls. The lottery will occur shortly after 7:30 AM. To be eligible for the lottery, artisans must arrive with their products and be ready to set up immediately upon being awarded a stall.

**4.3** No more than one artisan vendor may occupy a stall space.

## **5. Food Truck / Concessions Information**

**5.1** There are many opportunities for food trucks to vend at FSM either through regularly scheduled Market days and/or special events. To get involved in vending at FSM, please email Market Management at [info@fultonstreetmarket](mailto:info@fultonstreetmarket) with a description of your business, a copy of your license, and your insurance policy. From there, management will check for availability and will notify you of any openings.

**5.2** 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.

**5.3** Concession vendors will be required to pay for their space on a daily basis. The fees for Main Season (May-October) will be waived for Wednesdays, \$25/day for Friday and \$35/day for Saturday. Dates beyond October will go down to \$15/day for Saturdays.

**5.4** The Fulton Street Market reserves the right to rescind the invitation to participate in the Market at any time without cause.

## **6. Vendor Conduct**

**6.1** All vendors will be required to indicate their agreement to follow the FSM Vendor Code of Conduct in addition to confirming they have read and understand the Market's Rules of Operations on each application they fill out. All vendors are expected to reapply for each Market season (Main and Second). This allows Market Management to maintain current records, update vendor information including licenses and insurance, ensure new procedures and rules are read and understood, and have a clear expectation of which vendors are interested in participating from season to season.

**6.2** Vendors must be in their stalls by 7:30 AM. If any reserved stalls are vacant at that time, they will be assigned to daily vendors unless prior arrangements have been made or

communications have occurred with Market Management. When stalls are limited, priority goes to those selling 1) farm products, 2) value-added food products, 3) non-perishable items.

**6.3** No person shall use any stall not assigned to them by Market Management. Subletting stalls is not allowed. Unused stalls are forfeited to Market Management for reassignment. Buying or selling elsewhere on Market property is prohibited.

**6.4** Forestalling is prohibited. Forestalling is the act of intercepting a vendor with an offer to buy their products, influence prices, or control the supply of products on the Market.

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

**6.6** 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.

**6.7** Behavior that disparages vendors, customers, or the Market itself, and actions that interfere with other vendors' set up, sales, or activities, and any other actions that in Market Management's determination are uncooperative in nature, are prohibited. 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 procedure outlined in rule **8.5**.

**6.8** Vendors and their employees are not allowed to park in customer parking areas except when given permission by Market Management. Vendors must park in the designated space(s) behind the stall(s) they occupy or get permission from another vendor to park behind their stall(s). When vending indoors or on the Market plaza, or anywhere else that does not have an attached parking spot, vehicles must be parked offsite. All vehicles must be operated in a safe and prudent manner. Vendor vehicles, including those of their employees, found in customer parking are subject to ticketing by city officials and the enforcement procedures outlined in rule **8.5**.

**6.10** Vendors are expected to leave their stall(s) and parking space(s) clean at the end of each Market day. Brooms, dustpans, and other cleaning implements are available for use in the Market office building. Vendors must remove all of the waste they generate during the course of selling at the Market and are not permitted to dispose of any waste in Market trash receptacles or anywhere else on Market property. No vendor materials may be left on Market property or inside the Market building on non-market days.

**6.11** All aisles and walkways must be kept clear. Products must remain within the confines of the stall area and cannot extend into walkways or other vendors' stalls.

**6.12** Market vendors must comply with all identification and signage requirements as identified by Market Management in addition to all licensing as required by law. See **Section 7** for complete signage information.

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

**6.14** Products offered for sale must not be misrepresented in any way. All products offered for sale must conform to Federal and State grading and local health laws.

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

**6.16** No materials may be permanently attached and no alterations may be made to stalls or any Market property without permission from Market Management.

**6.17** Any vendor who damages or breaks a downspout owes the Market \$100 to contribute to the repair of the downspout. This rule became effective April 2021.

**6.18** Vendors accepting food assistance at the Market must have the appropriate agreements signed yearly. A vendor will only be reimbursed by the Market for food assistance benefits accepted in accordance with Market and program guidelines. It is the responsibility of each business to ensure that its employees understand and follow food assistance guidelines.

## **7. Signage Rules**

Market customers value transparency and expect to be able to easily recognize where, and how products are grown or raised. The Market takes compliance with signage rules seriously and all violations of these rules will follow the enforcement procedure outlined in rule **8.5**. It is the responsibility of the vendor to understand and comply with these rules as they apply to their business and products.

**7.1** In addition to signage indicating the name of the vendor's business or farm, vendors are required to display signage with the name and price point of each product being sold.

**7.2** Signage must be posted no later than 9 AM during Main Season and 10:30 AM during Second Season.

**7.3** Signage must not extend beyond the occupied stall area, either into walkways or other vendors' stalls.

**7.4** All produce marked "Homegrown" must be grown by the farm renting the stall at the

Market. Any products not labeled otherwise are assumed to be homegrown.

**7.5** For vendors selling resold or supplemental products, it is required that they label every one of their products individually as either homegrown or with the state of origin, including products from Michigan not grown, raised, or produced by the vendor. Resold and supplemental products are defined as anything not grown, raised, or produced by the vendor selling them.

**7.6** No claims can be made by any vendor for products not grown by the vendor themselves. This includes such claims as no-spray, organic or pesticide free. The only label other than the product name and price should be the place of origin.

**7.7** All products that are labeled “Organic” or are otherwise indicated to be “Organic” must be Certified Organic by the USDA or another certifying body. Organic Certificates should be on file with Market Management before any such labeling takes place on the Market.

**7.8** All vendors participating in food assistance programs must display the appropriate signage per state law. Market Management will provide food assistance signage once vendors have completed the necessary contracts and/or agreements for each applicable program.

## **8. Interpretation & Enforcement Procedures**

**8.1** Market Management, the Vendor Committee, and the Board of Directors shall have the authority to interpret, enforce, and amend market rules as necessary.

**8.2** Market Management and the Vendor Committee shall resolve any disputes that arise regarding Market operations, signage discrepancies, or product challenges and may require that descriptions of disputes be submitted in writing.

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

**8.4** Market Management reserves the right to reject a vendor application if, in the Management’s judgment, the produce, goods, or food items are not compatible with the overall concept of the Market, are politically or otherwise divisive in any way, or the product mix is currently offered at the Market.

**8.5** Vendors found in violation of any Market rule, regulation, or procedure will first receive a verbal and/or written warning from Market Management. Further violation of any market rules will be handled differently depending on whether the vendor is Daily or Seasonal.



**Daily Vendor:** Any vendor who has not been awarded a permanent seasonal stall by the Vendor Committee is considered a Daily Vendor.

For daily vendors, violations occurring after a warning has been issued will be assessed on a case by case basis by Market Management. Depending on the severity of the issue, the Vendor Committee and/or the Board of Directors will become involved to determine a resolution. Daily vendors may be suspended or expelled from the market and have their vending privileges revoked at any time with a decision by the market's governing bodies.

**Seasonal Vendor:** A vendor who has been awarded a Main Season seasonal stall by the Vendor Committee.

For seasonal vendors, violations occurring after a warning has been issued will follow a three-strike process.

- **Strike 1:** The vendor will receive a \$100 fine.
- **Strike 2:** The vendor will receive a one week suspension of vending privileges.
- **Strike 3:** The vendor will lose vending privileges for the remainder of the year/season as determined by Market Management and the Vendor Committee. All accrued seniority at the market will be lost.

**Any vendor that receives a violation from the Department of Agriculture or Health Department at the Market will automatically receive a \$100 fine.**

**8.6** Complaints or appeals concerning disciplinary actions may be made in writing to the Vendor Committee.

## **9. Vendor Committee**

**9.1** Market Management and the Board of Directors rely on the advice and recommendations of the Vendor Committee regarding Market operations.

**9.2** The Vendor Committee is made up of seven vendors who are elected through general elections which take place every three years. Each current food or farming vendor gets one vote in the election. Vacancies on the committee shall be filled through nomination by the standing committee.

**9.3** All decisions made by the Vendor Committee must be approved by a majority vote. Four members of the committee are necessary for a quorum. Market Management will schedule meetings as needed. Members of the Vendor Committee can also request to hold meetings as necessary.

## **10. Second Season**

**10.1** Second Season rules and procedures vary slightly from Main Season. Unless otherwise stated here, all Main Season rules and procedures still apply in Second Season.

**10.2** Second Season begins the first Saturday of November and goes through the last Saturday of April. During Second Season, the Market is open Saturdays from 10 AM - 1 PM. The Market is closed only two Saturdays per year, those closest to Christmas and New Years.

**10.3** Daily vendor fees during Second Season are \$15/stall. All daily vendors during Second Season will be given outdoor booths, as only vendors who elect to be seasonal will be accepted for indoor booths.

**10.4** Any vendor, including artisans, can elect to be seasonal during Second Season. Seasonal vendors pay for the entire season in one payment, which is due by January 31st. Rates for seasonal stalls are \$270 for each outdoor stall and \$450 for each indoor stall (one 8x2 pop-up table and up to 4 ft of space behind it). Indoor stalls during Second Season are reserved for food and farming businesses who elect to be seasonal vendors during Second Season. Artisan vendors are not eligible for indoor seasonal stalls during Second Season.

**10.5** Seasonal vendors will be given priority in stall placements during Second Season. However, unlike Main Season, stall placement may change due to the number of vendors participating. Vendors will be placed according to seniority and consideration of product mix for the Market layout.

**10.6** There is no Dealer Fee during Second Season. Any items that are not produced by the vendor must be from Michigan during the months of January through April.

- Given the 2019 Second Season transition, non-Michigan produce may be sold in November and December so long as all supplemental produce is listed on the vendor's application.

## **11. Dispute Resolution**

Vendor disputes will be handled first by the Market Manager and Executive Director. Should further support be needed, the Vendor Committee will work with Market Management to find a solution. If the dispute is not solved sufficiently by Management and the Vendor Committee, the Board of Directors will become involved and help make the ultimate decision on how to proceed.