



DOWNTOWN ALLEN PARK
Handmade Objects

— DOWNTOWN ALLEN PARK

FARMERS & MAKERS MARKETS

2024 MARKET SEASON

POLICIES AND GUIDELINES

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About the Downtown Allen Park Farmers Market

The Downtown Allen Park Farmers Market (DAPFM) and Makers Market (MM) are managed and operated by the Allen Park Downtown Development Authority (DDA). They support local, small-scale farmers, crafters, and food artisans by providing a venue to sell produce and farm-related items directly to consumers. The markets' missions are to support downtown development by increasing foot traffic, rekindling community pride, and improving consumer and investor confidence in the district. The markets establish a vibrant community gathering place championing local farmers, food producers, and artisans. They strengthen community ties by encouraging interaction between vendors and customers while creating more local entrepreneurial opportunities to diversify downtown's economic base.

Dates, Location, and Hours of Operation

1. **LOCATION.** The Downtown Allen Park Farmers Market and Makers Market are outdoor markets located in the parking lot on Park Avenue and Harrison Avenue.
2. **DATES.** The markets will operate every Friday beginning April 19 and continuing through October 25, 2024.
3. **HOURS.** The market will be open from 3:00 to 7:00 p.m., rain or shine. Inclement weather will close the market, the Market Manager will contact you should this happen.

Approved Vendors

Vendors are growers, craft artists, or food artisans defined as follows:

- **GROWERS:** Professional farmers, part-time farmers, and urban/suburban/rural growers. Growers' products shall include, but are not limited to: vegetables, fruits, seasonal plants/flowers, meats, poultry, seafood, and dairy products. Limited items that will enhance vendors' products (e.g. spices, cooking utensils, etc.) are permitted. These items must not comprise more than 10% of the total number of products a vendor has for sale.
- **FOOD ARTISANS:** Those making ready-to-eat foods. Such items include baked goods, ice cream, jams and jellies, honey, and canned goods. *In order to vend at the market, all vendors must comply with city, county, state, and federal guidelines. Due to changes in the Cottage Food Industry laws, home baked goods must comply with all rules and regulations set forth by the State of Michigan, including labeling and preparation of food.*
- **CRAFT ARTISTS:** Those making handcrafted decorative and/or functional items such as metal works, wooden bowls, glass, pottery, cards, jewelry, leather, textiles, and woolen goods. Also included are fine art items such as paintings, prints, and photography.

Eligibility

SELF GROWN/MADE. Vendors must grow or make the majority of the products they are selling.

LIMITED RESALE. All resale items must be approved by the Market Manager and cannot comprise more than 10% of the total number of products a vendor has for sale.

MICHIGAN-MADE. Any product that is not Michigan-made must be labeled as such.

HEALTH DEPARTMENT. Vendors must comply with all Health Department rules and guidelines.

APPLICATION, RULES, & REGULATIONS. All vendors must complete a Vendor Application and agree to all terms of the Market Policies and Guidelines.

FOOD PRODUCT MIX BALANCE. Vendor applicants are accepted to sell at the market at the discretion of the Market Manager. The Market Manager has the final decision as to who sells at the market. The DDA works to create a balanced product mix. To maintain this balance, the order of priority for product types is:

1. Fresh produce, which is top priority and represents a large portion of the market
2. Meat, cheese, and dairy products
3. Baked goods
4. Other foods and prepared foods
5. Plants

WAITLIST. The Market Manager will keep a waitlist of vendors for whom space is not available for their product type as initially requested.

Check-In, Set-Up, and Break-Down

CONTRACT. Only vendors with signed and approved contracts will be allowed to sell products at the market.

CHECK-IN. All vendors must check in at the start of each market day. Check-in begins at **1:30** pm. Vendors must be on site and set up no later than **2:45** pm. Vendors arriving after the market's opening time will be permitted to participate only at the discretion of the Market Manager.

FEES. All vendor fees must be paid before the end of the market. Do not leave until you have paid your stall assignment for the day, if you are a weekly vendor. Allen Park businesses do not pay stall fees for the Allen Park Farmers Market.

PERMITS, INSURANCE, & LICENSES. Vendors must provide all required market permits, insurance, and Health Department licenses to the Market Manager.

INFORMATION PACKET. After registration, vendors will be given their weekly information packet containing a sales figure form and any information relevant to that day's event.

SPACE ASSIGNMENT. After registering, the Market Manager will direct each vendor to an assigned space. Seasonal vendors will have assigned spaces by the Market Manager. If you pay weekly for your space, your space will be determined by the Market Manager on a weekly basis. If you have three no calls, no shows, you will forfeit your spot and placed at a different spot determined by the Market Manager. You only need to call, text or email if you will NOT be present at the Market.

VEHICLES. After unloading, vendors must move vehicles to the vendor parking lot. Vendors **may NOT** move their vehicles in or out of the market area during the hours of operation.

EQUIPMENT. Vendors are responsible for their own displays, tables, umbrellas, scales, and tents.

PRODUCT LABELS. Vendors must post prices for all items. All products must be clearly labeled and in compliance with any federal, state, or local regulations and requirements.

SCALES. Vendors selling items by the pound must provide their own certified scale.

BREAK-DOWN. All vendors are expected to sell from 3:00-7:00 p.m. each market day unless completely sold out or vendor has made prior arrangements with the Market Manager.

Vendors may NOT begin breaking down their booths before 7:00 p.m.

EMERGENCY. Vendors must contact the Market Manager if they are going to be late or if an emergency arises.

MARKET MANAGER RIGHTS. The Market Manager has the right to require a vendor to change his/her display if it is deemed to present a safety risk or otherwise does not comply with market rules. Market management reserves the right to change space assignments at any time as deemed necessary for the general benefit of the market.

Fees, Placement, and Reservations

SEASONAL RESERVATIONS. Booths are available for the 7-week pre-season (\$90), the 28-week pre- and regular season (\$250), the 21-week regular season (\$250), and week (\$15). Payment is required by market day.

24 HOUR ADVANCE RESERVATION. Spaces may be reserved by telephone, email, or in person and must be made at least 24 hours in advance of market day. Spaces are given on a first come, first served basis until they are sold out. If the Market Manager determines a vendor may not attend the upcoming market, the vendor will be notified by 5:00 p.m. the Thursday before market day.

STALL SIZE. Rental spaces are 10" x 10". Canopies are not provided.

STALL PLACEMENT. Vendor stalls will be assigned by the Market Manager: subject to change

- *Seasonal* Vendors with paid seasonal contracts may reserve the same stall all season, if desired. Assignments will be based upon seniority, availability, requests, type of product sold, attendance, and compatibility with other vendors. All decisions are made for the good of the market as a whole.
- *Weekly* Vendors participating in the market on a weekly basis will be assigned space as available. Assignments will be based upon seniority, availability, requests, type of product sold, attendance, and compatibility with other vendors. All decisions are made for the good of the market as a whole.

RESERVED SPACE. Seasonal vendors will have reserved spaces. If a vendor does not show up for three (3) consecutive weeks, the space is forfeited.

LATE ARRIVAL. If a vendor arrives later than **2:30** p.m. and has not contacted the Market Manager, it will be assumed he/she is not coming and the spot will be reassigned in order to maximize the market space.

REFUNDS. No refunds of pre-season reservations will be made after April 19 and regular season reservations after June 7, 2024. Once a vendor has paid a weekly space fee, no refunds will be given under any circumstances.

SUBLEASE. Vendors are not allowed to sublease market spaces to other vendors.

RETURNED CHECKS. There is a \$25.00 service charge for all returned checks. If a check is returned, all future payments must be made by money order or cash.

RETURNING VENDORS. Vendors returning from a previous season are not guaranteed the previous years' spaces.

ELECTRICITY. Electrical needs must be specified on the application. Appliances are not to be directly plugged into outlets. **Vendors using electricity must bring a 3-prong, heavy-duty, UL-listed outdoor extension cord.** Household extension cords are prohibited as they are a violation of City Fire Code. Space heaters are also prohibited.

RECORDS. All vendors are required to turn a total sales figures form at the end of each market day to the Market Manager. The form maintains vendor anonymity.

Vendor Product Guidelines

PACKAGE/STORAGE/DISPLAY. All food products must be packaged, stored, and displayed per Michigan Department of Agriculture and Rural Development and the Wayne County Public Health guidelines.

LABELS. Vendors selling prepared foods must include a label listing ingredients and identifying potential allergens per the Michigan Food Laws.

COTTAGE FOOD LAW. Vendors selling items falling under the Cottage Food Law must adhere to Michigan Department of Agriculture and Rural Development policies including proper kitchen cleanliness standards, correct and accurate labeling of products, etc. Guidelines are available at www.michigan.gov/cottagefood.

PRODUCT APPROVAL. All new products not listed on the vendor application must be pre-approved by the Market Manager prior to market day either by email or phone.

GOVERNMENT REGULATIONS. Vendors must adhere to all city, county, state, and federal laws and regulations.

SUITABILITY OF MERCHANDISE. Market management has the authority to approve or disapprove any items to be sold at the market and reserves the right to refuse space to any vendor selling unsuitable merchandise.

INSURANCE. Vendors are independent entities and as such are liable for all applicable insurance.

STATE SALES TAX. The collection and filing of applicable taxes is the responsibility of the vendor.

INSPECTIONS. The Michigan Department of Agriculture, the local health department, and the police and fire department make unannounced inspections. Vendors are responsible for correcting all violations associated with their business operations.

HAZARDOUS PROPERTY. No materials, substances, equipment, or objects shall be brought onto the premise that create a safety hazard to life, limb, or property.

SMOKING. Per Michigan State law, smoking is prohibited in the retail sales and food preparation areas.

Market Operations

CLEAN STALL SPACE. Each vendor is responsible for keeping his/her stall space clean. Vendors must remove all trash and dispose of it properly. DDA trash containers are **NOT** for vendor refuse. A \$25 fee will be imposed if a vendor area is not cleaned at the close of the market day. This fee will be assessed per infraction.

DAMAGE/LOSS OF BELONGINGS. The market will not be responsible for damage or loss of any personal belongings.

CHILDREN. Children brought to the market by vendors must be kept under adult supervision at all times.

PROFESSIONALISM. Vendors, their employees, and associates shall dress and act in a professional manner with customers, vendors, and staff.

TRASH CONTAINERS. The DDA will provide trash containers for customers. Vendors may **NOT** dispose of refuse in these containers

SIGNAGE. Vendors must display required signage at their stall every market day. This signage includes:

- Prices on all items
- Ingredient and identification labels on all packaged products
- Applicable licenses and permits
- Acceptance of food assistance program tokens/vouchers

STALL ASSIGNMENT ADJUSTMENT. The Market Manager reserves the right to adjust vendor stall spaces on the day of the market to maximize the market space and make an inviting area for customers.

SURVEYS. The DDA values the culture of vendor engagement and participation in a positive and helpful way. Therefore, vendors are expected to partake in vendor surveys.

SALES FIGURES. All vendors are required to turn in total sales figures at the end of each market day to the Market Manager.

EXPULSION FROM THE MARKET. The Market Manager and DDA staff will be responsible for enforcing the rules. No refunds will be made to vendors expelled from the market. Vendors will be expelled from the market for:

- Sale of illegal merchandise
- Failure to adhere to Market Policies and Guidelines
- Behavior which casts a negative light on the market
- Chronic late arrival and/or early departure

Tent Weights

To protect our vendors and customers during times of unexpected violent weather, the following measures are mandatory for all vendors:

WEIGHTS. Every tent, canopy, umbrella, and sign must be weighted down. All tents, canopies, and umbrellas must be sufficiently and safely secured from the moment the stall cover is erected at the start of the market day to the moment immediately before it is taken down.

NO SAFETY HAZARD. Weights should be secured in a manner that does not create their own safety hazard:

- Weights should not cause a tripping hazard.
- Weights should be tethered with lines that are clearly visible.
- Weights should have soft edges to avoid causing cuts and scrapes.
- Weights should be securely attached.
- Weights should be on the ground (not above peoples' heads).
- Weighting the back of the canopy down by tying it to a vehicle or heavy coolers is acceptable in conjunction with weighting the front legs with weights.
- Weighting the canopy down by tying it to heavy display tables is acceptable.

APPROPRIATE WEIGHT. Vendors are responsible for identifying the appropriate weight required for their specific tent, canopy, or umbrella.

REMOVAL. If tents, canopies, umbrellas, or signs are not adequately secured, the Market Manager will instruct the vendor to take them down and sell without them. If these items need to be taken down in the middle of the market day, vendors are expected to direct customers to a safe place so they will not be injured.

EXAMPLES. Examples of sufficient and safe weights include:

- Empty paint can, canvas bag, or plastic bucket filled with sand or cement and tied to each corner with a rope or bungee cord. It is not sufficient to simply place the can on the tent's feet.
- PVC pipe capped and filled with cement and hung on the inside of the canopy pole. Pipe must be secured so it does not collide with customers.

I have read and fully understand the terms of the rules and guidelines set forth before me from the Allen Park Farmers Market in conjunction with the Allen Park Downtown Development Authority;

print name

Business name

Signature

Food Assistance Programs

The Downtown Allen Park Farmers' Market accepts EBT cards. In order to provide a friendly market for these customers, participation is **required** by all vendors selling qualified products.

HOW IT WORKS.

Instructions specific to each program will be provided at the market. Essentially, the DDA will provide participating customers tokens/vouchers to spend like cash for qualifying products. Cash refunds will not be given. Vendors will be reimbursed for the value of all tokens spent at their stall.

VENDOR INSTRUCTIONS FOR ACCEPTING TOKENS AND VOUCHERS

1. **NO CHANGE** may be given for tokens/vouchers. Please take the responsibility to add or subtract product in order to create an even dollar amount.
2. It is **ILLEGAL** to exchange cash for tokens/vouchers.
3. Vendors must post the furnished signs identifying the food assistance tokens/vouchers they accept. Vendors may not accept tokens/vouchers without a sign.
4. Tokens/vouchers will be worth the same as cash. Products will be priced the same for food assistance program customers as for cash customers.
5. Food assistance program customers must pay for their purchase at the time of the sale. Do not take payments before they get the items or give them items and accept payment later.

VENDOR REIMBURSEMENT FOR TOKENS AND VOUCHERS

1. Vendors must turn in all tokens/vouchers collected at the end of each market day to the Market Manager. The manager will record the value of the tokens/vouchers.
2. Vendors will be reimbursed within two (2) weeks for all purchases made with tokens/vouchers.
3. Reimbursement checks will be brought to the market to be picked up in person unless alternate arrangements have been made.
4. Vendors may use tokens to pay stall rent if desired.

Food Assistance Participation Agreement

I agree to the following rules:

I understand I must accept food assistance program tokens and vouchers for qualifying items.

I understand if market staff observe or receive evidence of my failure to abide by this agreement, I will not be reimbursed for tokens/vouchers collected incorrectly and the offense may result in a fine or affect my ability to participate in the market.

I understand it is my responsibility to inform all employees of these rules before they sell at the market on behalf of my business.

Date

Signature

Hold Harmless Agreement

I, _____, a participant in the Downtown Allen Park Farmers and Makers Markets, acknowledge the terms and conditions established by the Allen Park Downtown Development Authority and agree to abide by those terms as well as all codes and regulations set by the federal, state, city and municipal governments. I acknowledge and accept liability, responsibility, and control for all products that are sold by me in the markets and for all activities conducted by me in conjunction with the market. By this agreement, I also agree to hold the City of Allen Park and/or the Allen Park Downtown Development Authority harmless and indemnify the City of Allen Park and/or the Allen Park Downtown Development Authority for any liability or loss which might result from my participation in the Downtown Allen Park Farmers Market.

Date

Signature

Market Policies and Guidelines Acknowledgment

I hereby certify I have read and agree to comply with the 2024 Downtown Allen Park Farmers and Makers Markets Policies and Guidelines.

Date

Signature

Photo Release Form

I do hereby grant permission to the Downtown Allen Park Farmers and Makers Markets, its agents, and others working under its authority, full and free use of video/photographs containing my image/likeness. I understand these images may be used for promotional, news, research, and/or educational purposes.

I hereby release, discharge, and hold harmless the Downtown Allen Park Farmers and Makers Markets and its agents from any and all claims, demands, or causes of action that I may hereafter have by reason of anything contained in the photographs or video.

I do further certify I am either of legal age or possess full legal capacity to execute the foregoing authorization and release.

Date

Signature

Public Release of Information

The Allen Park DDA frequently receives requests for vendor contact information. We hold your personal information in confidence and do not release it without your permission.

Please complete the following if you wish to be included in promotional efforts. Only provide the contact information you wish to be supplied to the public.

Company Name: _____

Product(s): _____

Contact Name: _____

Address: _____

Phone: _____

Email: _____

Website: _____

By signing below, I grant permission for the Allen Park Downtown Development Authority to post my contact information in promotional efforts and to release this information to the public.

Date

Signature