



Royal Oak

FARMERS MARKET

**RULES AND REGULATIONS
FOR THE OPERATION OF THE
ROYAL OAK FARMERS MARKET**

January 2020

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Introduction

PREAMBLE

The Royal Oak Farmers Market is owned by the city of Royal Oak and is operated as a service to the public. Vendors are accepted as tenants to provide goods and services for the public that otherwise might not be available. The City of Royal Oak has approved the following rules and regulations with which all vendors MUST comply to ensure a useful and well-regulated marketplace.

All individuals/groups leasing selling space at the Royal Oak Farmers Market are herein defined as VENDORS.

All items sold at the Royal Oak Farmers Market are herein defined as MERCHANDISE.

All rules and regulations are subject to review and revision annually.

Vendors may submit any requests for revision to the rules & regulations in writing to the farmers market management team (MMM).

Scope of Operation

- A. The Royal Oak Farmers Market is hereby defined as a City of Royal Oak owned and regulated marketplace designed for the sale of farm produce, greenhouse products, prepared foods, flea market (emphasis on antique & collectible) items and handcrafted items. The city will furnish reasonable, necessary area and utilities to meet the requirements of all state, county, or local laws or regulations with regards to a market operation.
- B. The day-to-day management of the Farmers Market will be the responsibility of Mazur Market Management (MMM), the City of Royal Oak's duly appointed agent.
- C. Market days and hours of operation shall conform to the posted market schedule. The time of opening and closing may be changed or regulated by MMM, as conditions warrant. Special market days may be held with approval of MMM and will notify the City of Royal Oak liaison of any changes in hours of operation. All participating vendors shall adhere to the posted hours of operation.
- D. The City of Royal Oak accepts no responsibility for stock left on the premises.

Safety Regulations

Tenants will avoid creating or causing any and all hazards. The safety of visitors is always paramount.

1. Smoking is NOT allowed in the market or other areas designated NON-SMOKING.
2. Fire extinguishers MUST be kept VISIBLE and ACCESSIBLE at all times.

3. Any electrical extension cord used MUST be approved by the Royal Oak Fire Marshall and MUST be used in a safe way so as not to create a tripping hazard for vendors or customers. Extension cords used in overhead hanging outlets must leave aisles free and clear.

General Rules

1. Consumption and/or sale of any controlled substance(s) is not permitted in the market building or on the market grounds.
2. Consumption and/or sale of alcoholic beverages will be allowed on a case-by-case basis following the Royal Oak Police Department's policy for the consumption and sale of alcoholic beverages.
3. Vendors will be responsible for any injury to him/herself, other vendors, and/or the public while moving merchandise in or out of the market. Vendors must notify MMM of any injuries or damage.
4. Abusive language will not be tolerated in the building or on the market grounds.
5. No one may beg, loiter, solicit, or place any poster, advertisement or billboard on the market premises without approval of the Market Manager.
6. No one may sell or attempt to sell any merchandise or animals on the market grounds without the express permission of MMM.
7. The City of Royal Oak is not liable for theft or damage of any merchandise before, during or after market hours. No vendor merchandise is to be stored in the market building.
8. The City of Royal Oak assumes no responsibility and is not liable for any injuries which may occur within an individual stall. Vendors are expected to keep their merchandise in reasonable order and allow unimpeded access to customers.
9. Violation of established market rules and regulations can be deemed cause for denial of market participation privileges.

Market Management Responsibilities

The Market Manager performs all related duties to maintain and operate an efficient market in the best interest of the City of Royal Oak, all vendors, and the general public. The Market Manager maintains order in the market and:

1. Enforces days and hours of operation as determined by the City of Royal Oak and MMM.
2. Assigns stalls to all vendors. Determination of use/rental of any daily stalls, porch areas, or vacant annual stalls shall be at the direction of the Market Manager. Recognizing that some vendors require less space, the Market Manager may assign half spaces.
3. Collects rental fees from all vendors, maintains records and accounts, and co-ordinates all financial activities with the city's Finance Director.
4. Directs the distribution/arrangement of all vehicles on the market premises or grounds.

5. Upon closing, inspects stalls to ensure vendors have left the area in a clean and orderly condition.
6. Verifies that all local, state, and federal laws are observed, all licenses and permits are valid and current for each vendor and maintains files of same.
7. As necessary, inspects farm or production facilities for compliance with market rules and regulations. Vendors must allow inspection.
8. Locates new vendors as stalls are available and registers goods to be sold by these vendors in order to provide a select variety of merchandise to the public.
9. Informs vendors of any violations of the rules and regulations.
10. Enforces rules and regulations set forth by the City of Royal Oak and MMM.

Vendor Representative Responsibilities

Ideally the representative will have been a vendor in his/her venue for a considerable time. This would insure good understanding of the market and provide proper representation of current vendors.

The farm/antiques vendor representative is the liaison between the vendors and the Market Manager. Duties of the representative include, but are not limited to:

1. Keeps the Market Manager informed of vendor concerns.
2. Brings vendor concerns to the Market Manager when requested by vendors to do so.
3. Assists in the inspection/licensing of current vendors.
4. Keeps the Market Manager informed of any changes in licensing procedures and pertinent laws.
5. Assists with special themes/programs held during selling times.
6. Acts as impartial witness in disputes that can be settled in the market office.

Vendor Responsibilities / Rules

General

- A. All vendors shall use the premises in strict accordance with the market rules and regulations and standards then in effect; and, in accordance with the rental agreement between the City and themselves.
- B. No vendor or lessee shall sell, sublet, or assign such space and privileges pertaining thereto. Exchange of space for the convenience of vendors may be made with the approval of the Market Manager.
- C. Vendors must provide safe conditions for the public and are encouraged to obtain their own insurance against all liabilities.

- D. No person in the market shall interfere with or refuse to comply with the direction of the rules set by the Market Manager or duly appointed agent carrying out the provisions of these rules and regulations.
- E. Each vendor **MUST** obtain and furnish to the Market Manager a current and valid copy of any and all licenses and permits necessary for their operation.
- F. ALL Vendors need to park in the designated vendor parking areas only.
We are trying to preserve the parking for our customers.
Any questions, please ask in the office.
- G. Vendors must have their stall(s) completely set up and ready for operation at the scheduled opening of the market. In the event a vendor has sold all available merchandise, permission to leave early may be obtained by the Market Manager. Vendors reporting late to the market must unload goods outside the market for safety reasons. No late arriving vehicles are permitted in the market one-half hour prior to the scheduled opening of the market.
- H. Vendors shall not vacate the market before the official closing time for any reason without the express permission of MMM. After the scheduled closing of the market, all vendors must vacate the market within 2 hours.
- I. All vendors participating in scheduled market days/events **MUST** park their vehicles/trailers in designated vendor parking areas **ONLY!**
- J. Those vendors selling on the porches shall set up as directed by MMM.
- K. Vendors are not to exceed the allotted number of boards (8) and sawhorses (10) per space. Wall spaces will have 4 tables per space. Vendors in wall spaces may choose to add one board and 2 sawhorses.
- L. If additional display fixtures are needed, they may be brought in by vendors with the permission of the Market Manager.
- M. Vendors must comply with all pertinent item pricing requirements for State of Michigan.
- N. Cancellation policy is as follows: Vendors are required to give a minimum of 72 hours notice if they cannot meet their rental commitment. Notice must be given to MMM in the office **ONLY!** (or by telephone to the office). Failure to comply will result in booth rental payment due before future selling dates can be scheduled.
- O. All daily rental fees are to be paid in the office no later than 10am for Friday/ Saturday vendors, and no later than 9am for Sunday vendors.

Stall Standards

- A. Merchandise is to be displayed within stall boundaries. No merchandise is to be displayed in the aisles. Vendors are required to keep merchandise within their allotted stall area at all times, including merchandise awaiting customer pick-up.
- B. Stalls are not to be used for storage purposes.
- C. Stalls shall be kept free of garbage/trash. Garbage is defined as spoiled, left-over, 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/trash must be removed from the stall areas (including porches) and taken away OR placed in an outside dumpster designated by MMM.

- D. The city supplies vendors with a designated selling space. Vendors may use approved hangers, shelves, etc. where applicable or supply their own freestanding display racks. Vendors may NOT block the window in any manner or use tape of any kind on any painted surfaces. Wire is NOT to be used to attach anything to the support beams. Hooks made to hang chandeliers or other merchandise must have rubberized coating so as not to chip the painted surfaces.

Vendors

Farm/Greenhouse/Orchard Vendors

Farm/Greenhouse/Orchard vendors are herein defined to be any person or persons who are actually engaged in the business of growing the products they sell at the market.

Criteria:

- Must be the grower
 - Farm, greenhouse, or orchard must be located in Michigan
 - May participate on Fridays and Saturdays
 - Must provide proof of General Liability policy
- A. No one shall be permitted to sell any product grown by other parties because of a real or claimed business operated by someone else, with the following exceptions:
1. A farmer may sell produce grown by a relative who is also a farmer as long as the produce is identified by a sign provided by MMM signifying who grew it.
 2. A farmer may enter into a partnership agreement with a neighboring farmer to sell produce raised by that neighbor PROVIDING THE ADDITIONAL PRODUCE IS NOT GENERALLY AVAILABLE AT THE MARKET. The intent of this exception is to increase the diversity of fresh produce offered to customers. The partnership agreement in this section refers to the merchandise sold and not to ownership of sharing stall rental.
- B. All farm vendors who rent space on an annual basis, must maintain a current production list. Changes in plans or seasonal use of market stalls by vendors must be reported and approved by MMM before changes in the sales of merchandise are permitted. All vendors who rent space on a half-year or regular weekly basis must submit a current production list.
- C. 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. Only food prepared in an approved facility shall be stored, used, or offered for sale on the premises.
- D. All annual and semi-annual vendors must sign a rental lease agreement by May 1, of that calendar year.
- E. Annual vendors who do not plan to sell during any given market day must notify the Market Manager at least seven (7) days in advance of the selling day so the space may be otherwise utilized.
- F. Attempts by vendors to establish abnormal or artificial prices by unfair or irregular means are prohibited.

- G. Daily selling spaces are assigned by the Market Manager each selling day by advance reservation. No guarantee of obtaining the same selling location from one sales day to the next is made or implied.
- H. Stalls are reserved for annual renters until *one* hour before official market opening time. If an annual renter does not appear one hour before official market opening time, the space will be rented to another vendor at the sole discretion of the Market Manager.

Value Added Vendors – Food Related

Specialty Foods

Specialty Food Vendors are herein defined to be any person or persons who are actually engaged in the production of any *ingredients* made into or used as food.

Criteria:

- Must be the producer
- Must be produced in a licensed kitchen located in Michigan
- Must have a Michigan Sales Tax License, when applicable
- May participate on Fridays and as space permits, Saturdays

Finished Specialty Foods may include, but not limited to, such things as baked goods, confections, spices, beverages, etc. Any food products offered for sale in closed packages or sealed containers shall bear an approved label stating the producers 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 food products offered for sale must be prepared in an inspected and approved kitchen. MMM reserves the right to include Value Added Food vendors that are in compliance with the Michigan Cottage Law.

Non-food, Garden Related

Criteria:

- Must be the producer
- Must be a Michigan product
- Must have a Michigan Sales Tax License, when applicable
- May participate on Fridays
- May participate in the “Garden Craft Center” located on the west porch on Saturdays as space permits

Antique/Collectible Vendors

Criteria:

- Must have a current Michigan Sales Tax License
- Merchandise of a second hand nature.
- Subject to excluded items listed below
- May participate on Sundays or other special Antique/Collectible days.

Antique/Collectible vendors are herein defined as persons who obtain and offer for resale collectibles, vintage clothing, jewelry, lighting fixtures, furniture, toys, paper goods, glassware, linens, books, but not limited to these listed items. Knives are to be kept in enclosed cases, secured by locks at all times.

EXCLUDED ITEMS include, but not limited to, narcotics paraphernalia, firearms*, ammunition, all martial arts weapons, fireworks, incense, lewd or pornographic materials and new merchandise direct from wholesalers.

*Firearms as defined by the Royal Oak Police Department - “Any instrument used in the propulsion of shot, shell, or bullets by the action of gunpowder exploded with it.”

Handicraft Vendors

Criteria:

- Space available at scheduled craft shows only
- Subject to specific craft show criteria
- Consideration is based on space availability AND market diversity
- All show dates will be posted on the website, and applications are accepted at the discretion of MMM.

Advertising

Vendors, singly or in co-operation with other vendors, may advertise at their expense. Any advertisement using the market logo, name, address, hours, etc. shall be approved in advance by the City of Royal Oak or its designee, i.e. MMM.

The MMM employees are currently live streaming ALL vendors every Saturday and Sunday and posting to Instagram throughout the week.

Disciplinary Actions

Cause

The following are causes for denial or loss of vendor selling privileges:

- Failure to submit the required licenses/permits
- Not in compliance with the rules and regulations of said licenses/permits when conducting business
- Failure to pay rent and fees per agreement
- Violation of any vendor specific responsibilities
- Violation of any market Rules & Regulations
- Disruptive conduct
- False accusations written or verbal against another vendor

Action

First offense – verbal warning (in writing, in vendor file, for the purpose of record)

Second offense – Written notice, one selling day off

Third offense – Loss of selling privileges

Complaints by vendors must be submitted in writing to MMM. MMM will discuss and try to resolve the matter with the parties involved. If a satisfactory agreement cannot be reached, the complaint will be forwarded to the City of Royal Oak grievance committee for resolution.

Written or verbal complaints brought to the attention of MMM by market customers will be resolved if possible by MMM. Otherwise, customer complaints must be sent in writing to the City of Royal Oak.

Royal Oak Farmers Market Rental Rates

Farm/Greenhouse/Orchard

Indoor leases: Annual – per stall, \$1125.00; premium stall, \$1650.00
Semi-annual – per stall, \$825.00; premium stall, \$1000.00

Saturday Only Lease: Annual – per stall, \$1650.00; premium stall, \$2150.00
Semi-annual – per stall, \$900.00; premium stall, \$1325.00

Daily: Friday, \$25.00; Saturday, per stall \$47.00, premium stall \$60.00

Outdoors: (all outdoor leases are semi-annual)

Leases: East or West, covered \$800.00; uncovered, \$700.00; south end, \$900.00

Daily: East or West, covered \$60.00 per bay; uncovered, \$40.00 per space

- Lease payments must follow vendor payment method of choice
- Late payments make the entire balance due and payable within 30 days of the missed due date. If full payment is not made within the 30 days, the renter relinquishes rights to the stall and market privileges
- Payments are non-refundable

Antiques/Collectibles

Indoors; East/West Wall - \$45.00; premium stall \$50.00
East/West Center - \$50.00; premium stall \$60.00

Outdoors: East/West covered bays \$60.00; uncovered spaces, \$40.00

Outdoor winter, November 1 – March 31 @ 1/2 the rate

Handicraft – Rates published individually for each event.