



# Meridian Township Farmers' Market

## Vendor Rules and Guidance for 2023-24

### A PRIME COMMUNITY

By submitting its application to participate in the Meridian Township Farmers' Market (or "The Market"), *the undersigned Vendor hereby agrees and binds itself to comply with the following Rules and Conditions of participation:*

#### OPERATION

1. The Market is operated and managed through the Meridian Township Parks and Recreation Department by Market Manager Tom Cary. All vendors must agree to abide by the rules of Meridian Township.
2. The Market will be open to the public on Saturdays 8 am to 2 pm (May – October), 10 am – 2 pm (November – December) shorter hours January - April. The market will also be open Wednesdays 3 pm – 7 pm (June-October). The market will be located in the **Marketplace Pavilion at 1995 Central Park Dr., Okemos, MI 48864** or in the adjacent Meridian Mall parking lot if need arises.

#### HOLD HARMLESS/INDEMNITY AGREEMENT

3. The Vendor understands and agrees that the Township is not responsible for product liability or paying sales taxes or other taxes or liabilities owed by The Vendor. The Vendor hereby agrees to indemnify and hold harmless Meridian Charter Township and its agents, employees, and insurers from and against all liability, claims, demands, losses, damages, levies and causes of action or suits of any nature whatsoever, arising out of or related to any activities by The Vendor or its agents, employees, and representatives at The Market. The Township is not responsible for any loss or damage of The Vendor's property or products. The Vendor operates at their own risk.

\*\*\* The requirement to indemnify and hold Meridian Township harmless will be waived by the Township if Vendor provides the Township a copy of currently effective general liability insurance policy (a certificate of insurance is insufficient) naming Meridian Township as an additional named insured, with liability limits of at least \$500,000, naming Meridian Charter Township as an additional insured. Please attach insurance policy to application.

#### APPLICATIONS

4. **All vendors must submit a completed application**, including all forms, necessary permits, licenses and any other details you feel will help us understand your business. It *is strongly recommended* that vendors: a) submit the application by the stated deadline and b) contact the Market Manager before submitting your application *IF* you are a NEW VENDOR or there are CHANGES/ADDITIONS to your product mix.

5. **Upon receipt, your application will be reviewed, and a determination made based on:**

- #1 The availability of space for/space needs of the vendor
- #2 The product(s) or service(s) fulfilling a need in The Market
- #3 The product(s) or service(s) meeting all Federal, State, local and Market requirements
- #3 The product(s) or service(s) being of high quality (e.g. history, references, etc)
- #4 The vendor (if applicable) having been in compliance with market rules, expectations and norms including – timeliness, reliability, communication, staying the duration of the market day, among other considerations
- #5 The Seniority of the vendor/Level of commitment to the Market – how long, how often and how involved have they been with the market
- #6 The application being submitted on or before the stated deadline

**6. Decision on the Application – Upon review the application will be:**

- Accepted – The vendor will be asked to attend the market with a few or no changes
- Conditionally Accepted – The vendor would be asked to attend after meeting certain conditions, changes, or providing additional information
- Redirected – The vendor will either be asked to attend the market, but at a different season or day of the week
- Reserved/Wait Listed – The vendor is put on hold due to the space or product mix at the market at the time – Often this may result in having to wait for the next season
- Not Accepted – Some vendors, products or services may not be a good fit for the market in a given year for a number of reasons. These vendors may or may not be asked to re-apply in a subsequent year.

**7. Application Response – The vendor will receive a written response within 2 weeks detailing the reasoning for the decision.**

**VENDORS**

8. All new vendors since 2003 are required to grow or produce 100% of what they sell or bring to The Market. After new vendors complete their first year and have shown a commitment to The Market, they may *on a limited basis*, add Farmer Direct and Wholesale products to their application *subject to pre-approval* by The Market Manager.
9. Effective 2007 Summer/Fall Market, all new applicants, if accepted, must participate as a “Daily Vendor” the first year and serve one-year probation before becoming eligible for “Annual Vendor” status. Acceptance as an annual vendor is based on performance as a daily vendor and availability, as only a limited number of annual vendor positions are available each year. Annual vendor applications will be reviewed following the application deadline.
10. Vendors must be present full Market hours (8/10 am – 2pm or 3pm – 7pm or as otherwise stated) and display a convincing amount of product to sell.

**PRODUCTS SOLD**

11. Products eligible for sale in The Market include: Michigan whole, processed, prepared, preserved, or otherwise “made” foods (fruits, vegetables, meats, eggs, cheeses, honey, syrups, teas, baked goods, take-out foods, drinks etc); farm raised or derived products (flowers (fresh or dried), plants, wool, soaps etc), as well as hand made crafts, artisan goods and on-site services (with some restrictions during Spring – Fall Saturday markets). Manufactured products are prohibited, unless written approval is received from The Market Manager. Produce which can’t be grown in Michigan is also prohibited. Examples are citrus, mangos, bananas and pineapple. Reselling of retail purchased goods is prohibited.
12. Vendors may sell Unique or Exotic Foods/items not available through a Michigan/local vendor/producer at the market, at the market management's approval.  
Before May 2021: Vendors previously accepted with the aforementioned products may be permitted to sell those products at the market management's approval provided the vendor has all the necessary retail/wholesale and warehousing licenses and permits.
13. Definitions (Also see ‘Signage Guidelines’ p.10-11):
  - **“Cottage Food”** – produced by the vendor from raw materials in a home kitchen. The Michigan Cottage Food Law can be found at [www.michigan.gov/cottagefood](http://www.michigan.gov/cottagefood)
  - **“Farmer Direct”** – products are purchased from another Michigan farmer, who grew i

- **“Farmstead”** - products made from milk, meat, wool etc., from the farmer's own herd or flock, on the **farm** where the animals are raised
- **“Hand Made”** craft or artisan products made by the vendor
- **“Home Grown”** –products grown or self-produced by the vendor.
- **“Home Made”** – food produced by the vendor from raw materials either under Cottage Food Law or in a Licensed Kitchen.
- **“Imported”** – products that come from outside the United States
- **“Licensed Kitchen”** – produced by the vendor from raw materials in a licensed kitchen.
- **“Michigan Sourced”** – raised, harvested, or made in Michigan (fish, mushrooms) or unique Michigan food
- **“Organic”** – All produced labeled “organic” **MUST** be CERTIFIED ORGANIC.
- **“Service”** – activities or expertise to fix, improve, repair, items, or improve health or learning
- **“Wholesale”** – purchased through a produce wholesaler or produce auction **[NOT ALLOWED]**.

14. Vendors may sell or distribute goods only during regular Market days.

15. Vendors are expected to have quality products. Selling overripe, spoiled, broken or unusable products are not permitted.

16. Sale or distribution of non-pasteurized milk is not allowed.

## SELLING/RE-SELLING OF PRODUCTS SOURCED FROM ANOTHER PRODUCER

17. Selling/Re-selling of products NOT made or raised by the vendor/business requires a license for non-produce items. (*Examples: Bread or cheese from another Michigan business or Michigan raised dry beans not from the farmer*). Farmers markets distinguish themselves from other market channels through their emphasis on “direct” (from the producer) marketing. **Therefore, as a general rule, re-selling is discouraged for common food items, limited for unique items and NOT ALLOWED for non-food items at the Market.**

### Exceptions:

- 1) Michigan Sourced produce (limited to 20% of booth space) that supports local/nearby farms in the State of Michigan
- 2) Michigan made/raised food products (limited to 20% with Exemption), that do not compete with vendors who currently raise or make those same or similar products, add value to the market, and has gone through the exemption petition process.
  - a. ***Michigan made*** does *not* include repackaging or simply cutting/resizing a product within the State of Michigan. Making must result in changes to the quality, taste or other aspects of the product through cooking, combining, ageing etc.
- 3) Desired Unique or Exotic Items – (See below)

A vendor may petition for an EXEMPTION to retail a product at the market starting in May 2021. In addition, upon approval, the vendor:

- a. Will be limited to 20% of stall space for the item per market and
- b. Must also obtain a Retail License to be able to sell the approved product.

## DESIRED UNIQUE OR EXOTIC ITEMS

18. Meridian Township Farmers Market has long allowed the sale of unique or exotic items, not necessarily produced in Michigan or by the vendor, at the market manager's discretion. **Examples may include:** the sale of imported and/or exotic cheeses, olive oil and coffee beans.

For food safety and transparency reasons, beginning in May 2021, vendors applying who carry products that come from outside Michigan must provide additional information about product sourcing, meet requirements for uniqueness and will be required to provide enhanced origin labeling to customers. (See pg 10-11 of Rules for "Product Signage: Unique or Exotic Items")

Product Uniqueness: Vendors may sell unique or exotic foods/items *not available through a Michigan/local vendor/producer at the market*, at the market management's approval.

- a. Before May 2021: Vendors previously accepted with the aforementioned products may be permitted to sell those products at the market management's approval.
  - b. Licenses: Vendors must provide all the necessary retail/wholesale and warehousing and proof of following all Ingham County Health Department guidelines for retailing their product, *BEFORE the first day of attending the market (or preferably with the application)*.
19. Labeling: Vendors must follow all MDARD rules regarding labeling and, if not already required to do so, must label the origin of all products in this category according to its source. See Signage Guidelines on p 10-11 of the Rules.

## CRAFTS, ARTISAN ITEMS & SERVICES

20. Non-Food Items (crafts, art, non-food farm products etc) **made by the vendor** and some types of services (e.g. knife sharpening, massage, cooking classes, etc) are allowed (at the Manager's discretion) on Saturdays from November – April and at the Wednesday 3-7pm market from June - October.

As of 2020, the May-October Saturday market allows **a very limited number** of vendors providing services and types of non-food items. These are limited to the following:

- a. Vendors **providing services** related to the preparation, cooking, serving or storing of food and a clean and healthy food environment (Ex. knife sharpening),
- b. Vendors **making** items related to the preparation, cooking, serving or storing of food and a clean and healthy food environment (ex. Hand-made soaps, hand-made bowls, cutting boards),
- c. Vendors **producing non-food farm products** such as fibers or fiber products, dyes, or other plant or animal-based products.

*There are no plans to add any non-food or service vendors on Saturdays in May – October at this time.*

## PARTNERSHIPS

21. During the 2021 season the Market will require all vendors identifying as "partnerships" to begin phase out any partnership that exists as a permanent collaboration between two otherwise separate business entities, where the goal is not to transition ownership.

Current partnerships, to be a vendor at the market must provide with your application documentation outlining the nature of the partnership, defining the roles and responsibilities of the partners, the 2 year end date clause, outlining the process and timeline for dissolving the partnership, a naming of all liable parties and other details as outlined in the **MTFM Partnership Form**.

Future partnerships (starting 2021) will only be allowed as a transition phase of a business start-up or transfer only. Partnerships will have a 2 year end date – if the business has not transferred ownership to the current market vendor in that time, the vendor will lose all seniority and be required to meet all the current "New Vendor" requirements.

**NOTE:** Names & Signatures of All partners are REQUIRED on the application.

## SENIOR VENDORS AND NEW REQUIREMENTS

22. Rule #6 states that all vendors “since 2003 are required to grow or produce 100% of what they sell or bring to The Market.” Starting in 2021, produce vendors who started attending the market prior to 2003, who have had significantly more than 20% of their stall space dedicated to farmer direct or retail products will be required to follow a transition period to come in compliance with percentage requirements - lasting no longer than 2 years, in accordance with the schedule below:

	<u>2021</u>	<u>2022</u>	<u>2023</u>
Farmer Direct %	70% max	40% max	20% max

## MARKET SEASONS, DAYS & HOURS

### 23. Market Seasons

Meridian Market runs year-round over three (3) Market seasons: 1) **Spring Season** – Saturdays in May & June (~9 market days); 2) **Summer-Fall Season** – Saturdays July through October (~18 market days) and Wednesdays **June** through October (~22 market days); 3) **Winter Season** – Saturdays **November** through April (~17 market days).

### 24. Market Days

Meridian Market is open Saturdays for most of the year and Wednesdays June – October

### 25. Market Hours

- The Market will be open 6 hours (8 am – 2pm) on Saturdays May – October
- The Market will be open 4 hours (3 pm – 7pm) on Wednesdays June – October
- The Market will be open 4 hours (10 am – 2pm) on Saturdays November & December
- January through April hours are subject to change – See Winter Application for specifics.

## FEES

26. **How to Pay Your Fees:** As of February 2023 ALL fees *DAILY* and *SEASONAL* are ***ONLY*** to be paid ON-LINE or by CHECK - **CASH PAYMENTS WILL NO LONGER BE ACCEPTED** (see p. 20 for step-by-step guide to On-line Payment)

### 27. Market Stall Fee Categories:

Market fees are set by the Township and the Market Manager with guidance from the Advisory Board. There are two kinds of fees:

- **Annual Vendor stall fees** – Are a reduced rate stall fee for the number of stalls (up to two) the vendor plans to use for that season, paid in a lump sum prior to the beginning of the Season, available to vendors returning to the market from the previous one or two years and *having demonstrated a substantial commitment to the Market*.
- **Daily Vendor stall fees** – Are a stall rate paid fee by NEW (first season) or INFREQUENT vendors, paid prior to or during each Market day attended. The daily rate will be assessed on all vendors not paying an annual rental fee.
  - **Daily Vendor fee Cap** – Daily vendors attending the Market consistently and planning to return for much of the duration of a season may pay off the rest of their days in a lump sum up to 1.25 x the seasonal fee – minus Daily fees already paid.
- **Additional Stalls** - Any additional stalls (if approved by the Market Manager) will be charged the Daily stall fee up to the Daily Vendor fee Cap per stall)

### 28. Market Stall Rates:

- Annual Vendors
  - i. Spring Market (Saturdays): **May** through **June** - \$125 per space. (9 market days)
  - ii. Summer/Fall Market (Saturdays): **July** through **October** - \$325 per space. (18 market days)
  - iii. Summer/Fall Market (Wednesdays): **June** through **October** - \$150 per space. (22 market days)

- iv. Winter Market (Saturdays): **November** through **April** - \$235 per space (15 market days)
- Daily Vendors
  - i. Saturdays (Spring) - \$30/day
  - ii. Saturdays (Summer-Fall) - \$30/day
  - iii. Wednesdays - \$15/day
  - iv. Saturdays (Winter) rates are variable

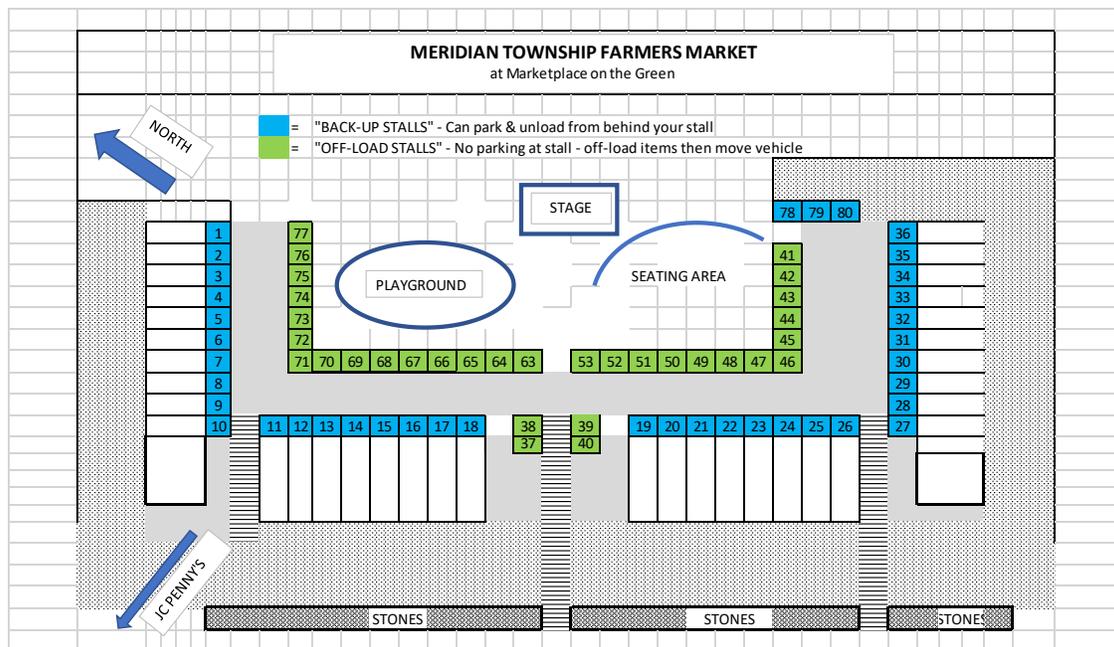
29. To secure a consistent, annual space, vendors must pay the annual fee before vending at the market. **Failure to pay the seasonal fee prior to the start of the season will result in the loss of the assigned annual vending space.** Checks need to be made payable to: **MERIDIAN TOWNSHIP.**

30. **No Call/No Show Fee:** Vendors who are absent, without notification a half hour prior to market opening. **Not doing so, will result in a warning (1<sup>st</sup> offense), \$30 fine (2<sup>nd</sup> offense), Loss of spot for 1 day (3<sup>rd</sup> offense)**

31. First-year daily vendors, who have reliably attended to the Market, will qualify for a financial cap to their daily fees.

### MARKET LAYOUT - MARKETPLACE ON THE GREEN PAVILION

32. There are approximately 70 stalls under the roof with space for many additional in adjacent spaces at the Marketplace Pavilion. The Pavilion offers electricity at most stalls and 2 locations for water access. The map below offers a look at the types of stall spaces available:



- **"Back-up Stalls"** [in BLUE] (spaces 1-18, 22-40) – Vendors can park behind their stall and set up under the pavilion roof on the “outside” of the “U”
- **"Courtyard Stalls"** [in GREEN] (19-21, 41-52, 64-77) – Vendors can drive up near their stalls, unload and set up under the pavilion roof on the “inside” of the “U” and will need to move their vehicle afterward
- Food Truck Stalls (78-80) – These stalls have access to 240 v 50amp service and water if needed

### VENDOR LOCATION CONSISTENCY

33. It is in the best interest of vendors, customers to keep the location of vendors as consistent as possible

from week to week. While this is an expectation of vendors paying an Annual Vendors fee, the Market Manager will also make every effort to keep Daily Vendors in consistent locations as well, balanced against Market attendance and the needs of Annual Vendors. **However, significant changes in vendor locations and Market consistency happen between Market Seasons.**

## LICENSES

34. Vendors are also required to comply with all Michigan Department of Agriculture Rules and Regulations. Contact them with questions at 517-373-1060 (food) or 517-373-1087 (plants). A copy of licenses must accompany the vendor application form for items such as perennial plants, baked goods, maple syrup and any processed foods. A sales tax license is required for those selling non-food items. A sales tax license may be obtained by contacting [www.michigan.gov/treasury/0,1607,7-121-1750-2113-5992--,00.html](http://www.michigan.gov/treasury/0,1607,7-121-1750-2113-5992--,00.html) or 517-373-3200. [See "Supplemental Documents" section for Licensing Guide and Licensing Checklist]
35. Follow the MDA Guidelines for Providing Safe Food Samples, [http://www.michigan.gov/documents/mda/MDA\\_FdSmplngFarmMkts5-09\\_279110\\_7.pdf](http://www.michigan.gov/documents/mda/MDA_FdSmplngFarmMkts5-09_279110_7.pdf)

## DISPLAY REQUIREMENTS

36. **Product Signage:** Vendors are required to have signage communicating the price of their products, that is accurate, and in a location, font type & font size that can be clearly seen at the point of purchase. Vendors MUST also post signage provided by the Market defining the origin of their products (e.g "Home Grown" – see "Product Signage – General" p.10) AND eligibility in food assistance programs (e.g. "SNAP Accepted Here" - see "Product Signage – Food Assistance" p.11) if relevant. All signage is expected to be up and visible from Market open until close each day. **Misrepresentation of product price and origin or other product information is prohibited.**
37. **Business signage:** – All vendors must have a very visible, readable sign or banner identifying the name, contact information and location of the business, so that customers know who they are purchasing from, where it comes from and how to contact them. **We strongly suggest 4" size lettering at a minimum.**
38. **Signage location:** Any and ALL signs, banners, displays, etc. (attached or free standing) are to be located within the footprint of the stall – NOT in the customer walking area NOR interfere with the commerce of another vendor.

## SPACE(S)

39. **In order to claim their space, an annual vendor needs to be present a half hour before Market opening. The space will be re-assigned on a first come basis after that time.** Only the Market Manager can assign space. No vendor can designate who gets their space if they are not present, nor can they sublet their space. Annual vendors are asked to contact the Market Manager on days they will not be attending the Market.
40. **Stay Within Your Space:** Your products must be displayed within the assigned stall space. Vendors having special seasonal items may be given additional space outside their normal booth space upon written request by vendor and approval of Market Manager for a limited time frame by using the Exemption Request Form found in the Supplemental Documents section at the back of the Rules.
41. **Clean Up Your Space:** Each vendor must sweep/clean their stall at the end of each day and keep it neat during the period that the Market is open. **Not doing so, will result in a warning (1<sup>st</sup> offense), \$30 fine (2<sup>nd</sup> offense), Loss of spot for 1 day (3<sup>rd</sup> offense)**
42. The maximum spaces that a vendor may permanently have are two. The Market Manager may temporarily allow a 3<sup>rd</sup> space to a vendor for a set time if it has no impact on the set-up or location of other vendors. Each space is marked and vendors must stay within their area and not infringe on adjacent vendors or

interfere with customer traffic. You may request space using the Exemption Request Form.

43. Space will be determined by a point system with those having the most points having first priority and annual vendors having priority over daily vendors. Once a person has a spot on an annual basis, they have first priority for that spot for the coming year\*. If two vendors have the same number of points, then the vendor who has attended the greatest number of times shall have priority. Points are determined as follows:
- 1 point for attending Winter Market 8 or more times.
  - 1 point for attending Spring Market 5 or more times.
  - 2 points for attending Saturday Market 12 or more times
  - 3 points for attending Wednesday Market 9 or more times

All points and attendance records accrued under the previous system will be maintained. Points will be kept for one year then dropped if a person doesn't come to the Market after the one year period.

\*Annual vendors must show a commitment to the Market in order to hold their space from year to year. That commitment is demonstrated through the following criteria:

- Attend 8 Winter Markets to maintain a Winter Market stall assignment for the following year.
- Attend 5 Spring Markets to maintain a Spring Market stall assignment for the following year.
- Attend 12 Saturday Markets to maintain a Summer Saturday Market stall assignment the following year.
- Attend 9 Wednesday Markets to maintain a Wednesday Market stall assignment for the following year.

If a vendor loses priority for a spot, he/she will still have an option for another spot assigned by the Market Manager. If a vendor comes to just the summer/fall Market and does not come to the spring Market, the spot that they have will be assigned to someone else (for the spring Market only) on a permanent basis. Their spot will be retained by them for the summer/fall Market if they attend a minimum number of times and pay by the deadline. The same criteria will apply to secure a permanent Wednesday space.

44. To maintain the spot that is chosen, vendors must not miss more than 3 market days during the summer season. After 4 absences, the seasonal spot may be reassigned.

## PARKING & UNLOADING

### 45. For "Courtyard stalls" (space numbers 38-77 - see #32 for map)

**Unloading:** Temporary parking is available around the pavilion while actively unloading ONLY. Please be considerate of fellow vendors. Back-up Stall vendors have priority use of these spaces – please move as promptly as possible if you are in their space.

**Parking AFTER unloading:** You MUST PARK at least four rows back south of the pavilion in the Mall parking lot after you unload. Parking around the pavilion or in areas not striped for parking is prohibited unless expressly granted by the Market Manager. Wednesdays may offer more parking near the Market, with permission from the Market Manager.

### 46. For "Back-up Stalls" (spaces 1-36, 78-80 - see #32 for map)

**Unloading & Parking:** You may park and leave your vehicle(s) behind your stall. If you have more vehicles than stalls you MUST PARK at least four rows back south of the pavilion in the Mall parking lot after you unload. Parking around the pavilion or in areas not striped for parking is prohibited unless expressly granted by the Market Manager. Wednesdays may offer more parking near the Market, with permission from the Market Manager.

47. **Order/Purchase Pick-up Areas for Customers:** NO customers may drive within the market boundaries during Market hours. Market boundaries are pedestrian safe areas defined by cones or barriers placed in the roadway. Customers requiring curbside or order pickup lasting less than 15 minutes may park in designated "Pick-up Zones" at the edge of the Market boundary. **Location & details forthcoming**

## GENERAL RULES

48. Vendors found in non-compliance of The Market Rules will result in the following three strike enforcement policy (unless otherwise specified) after receiving a verbal and a written warning:

- 1<sup>st</sup> offense – Verbal Warning
- 2<sup>nd</sup> offense- Written Warning
- 3<sup>rd</sup> offense - \$100 fine
- 4<sup>th</sup> offense – One Market day suspension
- 5<sup>th</sup> offense – Loss of vending access for the remainder of the year as well as loss of accrued seniority at The Market. The Vendor will have to re-apply as a new vendor for the following season.

\*\*\* The Market Management reserves the right to impose any and all disciplinary steps based on the severity of the violation up to and including expulsion from The Market.

**49. Vendors are required to take home all trash, including produce that does not sell (boxes, bags, etc.)**

50. **Pop-Up Tents:** The Market requires all vendors using pop-up tents/canopies to be secured to a structure, vehicle or with the use of heavy tent weights (recommend 15lbs. of weight in each corner minimum).

51. Dogs are NOT permitted at The Market by vendors or customers (exception: lead dogs).

**52. Food Assistance Programs and Market Bucks:** Meridian Market participates in the SNAP/EBT, Double Up Food Bucks (DUFEB), WIC Project Fresh and Senior Project Fresh programs. We also disperse Meridian Market Bucks (\$1 & \$5) to musicians and volunteers. Market Bucks can be used for ANY purchase at the Market. Vendors are reimbursed monthly through the Vendor Reimbursement Form for redeeming vendors for all payments received from customers through these programs.

53. **Redemption of Tokens, Coupons & Scrip at The Market:** Vendors participating in the SNAP (MI Bridge Card), the DUFEB (Double Up Food Bucks), WIC Project Fresh, Senior Project Fresh/Market Fresh and Meridian Market Bucks are expected to be familiar with the rules and procedures of the program & submit their agreement forms prior to participation. Loss of fees due to vendor error are the responsibility of the vendor.

54. The Market utilizes an advisory board consisting of four (4) **eligible** vendors elected by same at the annual meeting each year. Advisory board members serve staggered terms of two (2) years each. Beginning 2021 Advisory Board members will appoint an additional two (2) non-vendor Meridian residents to the board with staggered 2 year terms. The role of the advisory board is to represent vendors and the community in rule modifications, assist with vendor applications and, if necessary, in grievance procedures with vendors and the community. Interactions with the advisory board members must be made outside of market hours. **Eligible vendors** are currently active vendors who will have participated in at least 16 markets in each of last 3 years or more, or a minimum 60 days over the last 2 years from the first Market in May. **Note:** Vendors with Seniority who did not attend the Market in 2020 are still *eligible*.

55. Suggestions or concerns shall be presented to The Market Manager for consideration and/or action, if presented in writing to The Market Manager, a written response will be returned.

56. **Data Collection at The Market:**

- Anonymous Vendor Sales data - In February 2020 the Market initiated the collection of daily vendor sales information through the Anonymous Vendor Sales slips, passed out each week. Vendors are expected to complete these and return them to the collection box at the information booth on or the week following the market.
- Daily Market Rating – (also on the Anonymous Vendor Sales slips) vendors rate the market day 1-5
- Customer Counts – As of May 2020 the Market has collected customer traffic data for each market.

57. The Market prides itself on providing quality products for customers. The Code of Conduct has been modified for use with vendors and/or their representatives participating in The Market. The primary purpose of the Code of Conduct is to ensure the safety and well-being of all participants. Failure to follow the Code of Conduct will result in a written warning followed by suspension for the remainder of the year.

**As a Meridian Township Farmers' Market Vendor and/or their Representative, I will:**

1. Demonstrate the highest standards of personal behavior and integrity at all times.
2. Conduct myself in a courteous and respectful manner and serve as a positive role model for others.
3. Treat everyone with respect.
4. Abstain from physical or verbal abuse and not tolerate it from others.
5. Refrain from wearing or in any other way presenting language, insignias, labels or other images that may be considered offensive, racist, partisan or inflammatory.
6. Comply with equal opportunity and antidiscrimination laws.
7. Under no circumstance, attend or participate in the Meridian Township Farmers Market while consuming OR under the influence of alcohol OR drugs.
8. Under no circumstance, possess or sell alcohol without a license.
9. Operate vehicles and other equipment in a responsible manner.
10. Abstain from any criminal activity.
11. Respect and adhere to all rules established by The Market.

## Signage Guidelines

One of the values of The Meridian Township 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 their products and prices. Signage must be posted by the start of market. Please be aware that signage rules are being enforced at The Market.

### DEFINITIONS:

- **"Cottage Food"** – produced by the vendor from raw materials in a home kitchen. The Michigan Cottage Food Law can be found at [www.michigan.gov/cottagefood](http://www.michigan.gov/cottagefood)
- **"Farmer Direct"** – products are purchased from another Michigan farmer, who raised it
- **"Farmstead"** - as products made from milk, meat, wool etc., from the farmer's own herd or flock, on the farm where the animals are raised
- **"Hand Made"** craft or artisan products made by the vendor
- **"Home Grown"** –products grown, raised or self-produced by the vendor.
- **"Home Made"** – food produced by the vendor from raw materials either under Cottage Food Law or in a Licensed Kitchen.
- **"Imported"** – products that come from outside the United States
- **"Licensed Kitchen"** – produced by the vendor from raw materials in a licensed kitchen.
- **"Michigan Sourced"** – raised, harvested, or made in Michigan (fish, mushrooms) or unique Michigan food
- **"Organic"** – All produced labeled "organic" **MUST** be CERTIFIED ORGANIC.
- **"Service"** – activities or expertise to fix, improve, repair, items, or improve health or learning
- **"Wholesale"** – purchased through a produce wholesaler or produce auction **[NOT ALLOWED]**.

**PRODUCT SIGNAGE: GENERAL** – An 8 ½ x 11 laminated sign with Meridian logo (see p. 12), with appropriate text will be provided to the vendor by the Market for each relevant category (below) and will be required to be placed at their booth each week - [ideally located eye height at the front of the booth]. Signs will be the following:

- **Home Grown**– Products at the stall are grown or raised by the vendor
- **Farmstead Raised/Made** - Products at the stall that are raised by or made from products raised by the vendor

- **Locally Made Under Cottage Food Law** – Products at the stall were produced by the vendor under the Cottage Food Law
- **Locally Made in a Licensed Kitchen** – Products at the stall were produced by the vendor in a licensed Kitchen
- **Michigan Sourced from \_\_\_\_\_ (business or location)**– sourced by the vendor from a Michigan farmer who grew it (“farmer direct”) or sourced more broadly from Michigan (fish, mushrooms) or is a unique Michigan food (e.g. a Michigan farmstead cheese)
- **Sourced/Imported from \_\_\_\_\_ (business, city, state or country)** – for Unique or Exotic products that are brought in from outside of Michigan
- **Organic** – All vendors with organic signage/labels **MUST** use USDA Organic logo and be CERTIFIED ORGANIC.
- **Hand Made** – Non-food products made by the vendor
- **On-Site Service** – Denotes vendor providing a service at the market

**\*\* “100%” can be added to the sign if designation applies to all products**

Some vendors may have products falling into more than one signage category and will need to display them prominently, including on or at table height.

**PRODUCT SIGNAGE: UNIQUE OR EXOTIC ITEMS** – An 8 ½ x 11 laminated sign with Meridian logo (see p. 12), with appropriate text will be provided to the vendor for each relevant category (below) and will be required to be placed at their booth each week. Vendors with multiple sources of “Unique or Exotic” items require additional signage for clarity, these cases, vendors will need to group products on the table and according to the following signage:

- **Made by \_\_\_\_\_ (Vendor)** – for products that the vendor makes and brings to market
- **Michigan Sourced from \_\_\_\_\_”** – listing multiple Michigan sources as appropriate for all products [Example: Somebody’s Acres, Belmont, MI]
- **Sourced from \_\_\_\_\_ (business, city, state or country)** – for products from the region or the USA – listing multiple US sources/city, state as needed for all products [Example: Something Special, Chicago, IL]
- **Imported from \_\_\_\_\_ (business, state, country)** - for products from outside the United States – listing multiple sources/state, countries as needed for all products [Example: Smoked Salmon, Somebody’s Salmon Co-op, Alaska, USA]

At most a vendor will need four groupings & table signs to clearly communicate sourcing.

**VENDOR BUSINESS SIGNAGE** – All vendors must have a very visible, readable sign or banner identifying the name & location of their establishment. Customers deserve to know who they are purchasing from, and where it comes from. **We strongly suggest 3-4” size lettering at a minimum.**

**FOOD ASSISTANCE SIGNAGE:** An 8 ½ x 11 laminated sign (see p. 12), will be provided to the vendor for each relevant category (below) and will be required to be placed at their booth each week by start of Market:

- **“EBT/SNAP Accepted HERE”**– Denotes vendors who accept the \$1 WOOD Meridian Market EBT/SNAP tokens. **FOOD vendors only** - EXCEPT drinks and prepared foods - [Must complete SNAP application to participate]
- **“Double Up Food Bucks (DUFb) Accepted HERE”**– Denotes vendors who accept the \$2 SILVER DUFb tokens. **PRODUCE vendors only** - [Must complete Double Up Food Bucks application to participate]
- **“WIC Project Fresh (WIC) Accepted HERE”**– Denotes vendors who accept the \$5 WIC Coupons (June-Oct. only). **PRODUCE vendors only** - [Must complete WIC application to participate]
- **Senior Project Fresh (SPF) Accepted HERE”**- Denotes vendors who accept the \$5 SPF Coupons (June-Oct. only). **PRODUCE vendors only** - [Must complete SPF application to participate]



100%

~~HOME  
GROWN~~

EXAMPLE



**A PRIME COMMUNITY**

# Signage/Rule Violation Form

**TO:**

**DATE:**

**SUBJECT:** Signage/Rule Violation

This serves as a confirmation of your (1<sup>st</sup> 2<sup>nd</sup> 3<sup>rd</sup>) warning regarding failure to comply with The Signage Guidelines or The Meridian Township Farmers' Market Rules.

Specifically, [clearly state the violation]:

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This is your opportunity to correct the rule violation at The Market.

Any additional instances of rule violation will result in the following three strike enforcement policy (after one written warning):

- 2<sup>nd</sup> offence - Written warning plus \$30 fine
- 3<sup>rd</sup> offense - \$100 fine
- 4<sup>th</sup> offense - One Market day suspension
- 5<sup>th</sup> offense - Loss of vending access for the remainder of the year as well as loss of accrued seniority at The Market. The Vendor will have to re-apply as a new vendor for the following season.

**Vendor** - Signature is acknowledgment of receipt

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**Meridian Township Farmers' Market Manager**

\_\_\_\_\_  
(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 their product. Product challenge forms can be obtained from The Market Manager.
2. A product challenge must be signed by the person(s) bringing the challenge and preferably be supported by the 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 offence on past occasions will not be accepted.
3. There is a \$100 filing fee. 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. Because of their sensitive nature, product challenge forms 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 the violation procedure.



A PRIME COMMUNITY

## Product Challenge Form

Vendors can submit this challenge form when they believe another Vendor is mis-representing their product. There is a \$100 filing fee. This fee is returned to the challenger(s) if the claim is verified. Please submit this form directly to The Market Manager on the Market Day or within a week of The Market during which the alleged violation occurred. Administration will not reveal challenger identities to anyone.

Name of the vendor whose product you are challenging: \_\_\_\_\_

Marked date and approximate time at which the product is being sold: \_\_\_\_\_

Please state specifics of the violation: \_\_\_\_\_

Provide any evidence that supports your challenge: \_\_\_\_\_

Please state your name, full address, and phone number: \_\_\_\_\_

# MERIDIAN TOWNSHIP FARMERS MARKET

## 2022 EXEMPTION REQUEST FORM

Completing this form enables you to apply for an exemption to the rules regarding products, space or other requests.

The exemption:

- Is limited to 1 approved request per market season, subject to the Market Manager's discretion
- Is Non-renewing – lasting no longer than 1 season (Spring, Summer-Fall or Winter) or duration stated
- Is not guaranteed that an exemption will be allowed.
- Will be decided by the Market Manager within 1 week of petition.
- Will consider – uniqueness of product, impact on petitioning vendor/farmer, and impact on vendor with a similar product, and available space, among other considerations.

**Vendor Name** \_\_\_\_\_ **Date** \_\_\_\_\_

**Business name** (if applicable) \_\_\_\_\_

*Products for which you are seeking an Exemption:*

### Produce

\_\_\_ Bringing More than 20% of Farmer Direct product(s) for the day of \_\_\_\_\_  
(date/s)

\_\_\_ Bringing Wholesale (not Farmer Direct) produce product(s) to market on \_\_\_\_\_  
(date/s)

### Retailing a Michigan Made (non-produce) Products

\_\_\_ Bringing a/an Michigan made product(s) to market on \_\_\_\_\_ that our business does/did not produce  
(date/s)

### Unique or Exotic Foods

\_\_\_ Bringing a/an Unique or Exotic product(s) to market on \_\_\_\_\_ that our business does/did not produce  
(date/s)

### Additional stall space

\_\_\_ Requesting \_\_\_ additional stall space(s) from \_\_\_\_\_ to \_\_\_\_\_  
(date) (date)

Please list/describe the request(s) \_\_\_\_\_  
\_\_\_\_\_

Please explain why you should be considered for an exemption \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# MERIDIAN TOWNSHIP FARMERS MARKET

MICHIGAN SOURCED PRODUCE FORM

Date \_\_\_\_\_

Meridian Township Farmers Market Vendor/Business Name \_\_\_\_\_

Farm from which product(s) were purchased \_\_\_\_\_

Contact information for Farm purchased from: Name \_\_\_\_\_ Phone \_\_\_\_\_

Email \_\_\_\_\_

Signature of Owner/Representative of Seller \_\_\_\_\_ Date \_\_\_\_\_

**Meridian Township Farmers Market vendor** – Please bring copy of receipt along with this form to market when you bring product or send copy/image of completed form & receipt prior to Market.

## PLEASE INDICATE WHICH FARMER DIRECT PRODUCTS YOU ARE BRINGING TO MARKET FROM THE ABOVE PURCHASE

### VEGETABLES

Asparagus  
Beets  
Bell Peppers  
Broccoli  
Brussels Sprouts  
Cabbage  
Cantaloupe  
Carrots  
Cauliflower  
Celery  
Collard Greens  
Corn  
Cucumbers  
Eggplant  
Garlic  
Ginger  
Green Beans  
Honeydew Melon  
Kale  
Leeks  
Lettuce  
Lima Beans  
Microgreens  
Okra  
Onions  
Parsnips  
Peas  
Potatoes

Pumpkin  
Radishes  
Rhubarb  
Rutabagas  
Spinach  
Summer Squash  
Sweet Potatoes  
Swiss Chard  
Tomatillos  
Tomatoes  
Turnips  
Watermelon  
Winter Squash  
Zucchini

### FRUIT

Apples  
Apricots  
Blackberries  
Blueberries  
Cherries  
Cranberries  
Grapes  
Peaches  
Pears  
Plums  
Raspberries  
Strawberries

### PLANTS

Vegetable starts  
Hanging baskets  
Annual flowers  
"Mini-gardens"  
  
OTHER  
OTHER  
OTHER

# MERIDIAN TOWNSHIP FARMERS MARKET

## PARTNERSHIP AGREEMENT FORM

Please identify the Names of the Persons & Business, their Locations and contact information of all the Partners involved in the Partnership that provides products to the Meridian Township Farmers Market

### Partner #1

Business Name \_\_\_\_\_

Legally Responsible Representative \_\_\_\_\_

Address, City, State & Zipcode \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

### Partner #2

Business Name \_\_\_\_\_

Legally Responsible Representative \_\_\_\_\_

Address, City, State & Zipcode \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

### Partner #3 (if needed)

Business Name \_\_\_\_\_

Legally Responsible Representative \_\_\_\_\_

Address, City, State & Zipcode \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Explain the roles and responsibilities of each Partner in the Partnership in the production, delivery, preparation, and retailing of the product at the Meridian Township Farmers Market.

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Explain how costs in production, distribution, marketing etc are covered by whom and how they are shared by the Partners \_\_\_\_\_

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Explain how profits are accounted for and distributed among the Partners

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Explain and provide legal documentation on how liability is covered by the Partnership in case of a vendor or customer injury or other liability.

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You shall provide documentation showing that you have a legally binding agreement acknowledging that this partnership will no longer be able to provide products to the market in 2023 (sunset clause).

Each Owner of the Partners shall sign below attesting to the fact that they have provided the above information and that they believe it to be accurate and honest to the best of their understanding.

Partner #1 Name \_\_\_\_\_ Signature \_\_\_\_\_

Partner #2 Name \_\_\_\_\_ Signature \_\_\_\_\_

Partner #3 Name \_\_\_\_\_ Signature \_\_\_\_\_

## Meridian Township Parks and Recreation On-line Payment System

Starting February 2023 ALL fees *DAILY* and *SEASONAL* are **ONLY** to be paid ON-LINE or by CHECK  
**CASH PAYMENTS WILL NO LONGER BE ACCEPTED AT THE MARKET**

Meridian Township Parks and Recreation Department has launched a new online registration platform that provides a fast and easy way to register for Farmers' Market vendor fees, sports and recreation activities, special events and Harris Nature Center programs. Users will also be able to make facility reservations and sign up for dog park memberships, too!

The new registration system can be accessed simply by visiting the Parks and Recreation page on the Meridian Township website at [www.meridian.mi.us](http://www.meridian.mi.us). When searching for recreation programs and activities, the green "Register for All Other Activities" button will take users directly to the registration program. At this point, all users will be required to create an account before registering.

### Steps to Creating a New Account:

1. Click on the green register button or visit <https://recreation.meridian.mi.us>
2. Click the "Sign In" button at the top right-hand corner of your browser
3. Select the purple "Create Account" button
4. Fill out your information
5. Click the green "Create Profile" button
6. Your family account will come up on the screen.

### Continue to steps below to pay for daily and/or seasonal Farmers' Market vendor fees:

7. Click "Farmers' Market"
8. + Winter Farmers' Market
9. Select appropriate registration option
  - Daily Winter Market – 1 STALL or 2 STALLS, etc.
  - Seasonal Winter – 1 STALL or 2 STALLS, etc.
10. Register – Select Participant [yourself]
11. Have you submitted your app to the Market Manager? Yes or No
12. Add to Cart
13. Checkout

**To pay not at the Market go to 2100 Gaylord C. Smith Court, Haslett To contact the office call 517.853.4600**