



## 2017 South Lyon Farmers Market Weekly Vendor Application Form

Our mission is to:

- Support local farmers and businesses by providing an outlet to sell direct
- Enrich the community by making farm fresh in-season produce available
- Inform the community about healthy and sustainable food choices
- Give the community access to locally produced baked goods and food products, and locally handcrafted items
- Highlight the increasing vibrancy of downtown South Lyon
- Create a festive atmosphere and be a downtown destination

<b>Business Name:</b>	
<b>Owner(s):</b>	
<b>Contact:</b>	
<b>Address:</b>	
<b>City, State, Zip</b>	
<b>Phone:</b>	
<b>Email:</b>	
<b>Website:</b>	
<b>Social Media:</b>	

## **1. Weekly Vendor Acceptance**

- a. Submission of this completed Application does not guarantee acceptance into the Market. A vendor is **NOT** accepted into the 2016 South Lyon Farmers Market until affirmatively acknowledged by the Market Manager via phone, email or postal mail. The Market Manager reserves the right to reject a vendor if the goods and merchandise are not compatible with the overall mission of the Market, its policy, the application submitted by the vendor, available space, or if the Market is saturated with vendor's product.
- b. Seasonal vendors reserve their space for the entire season. When a seasonal vendor space becomes vacant for the day, it may be reassigned to accepted weekly vendors for that day. Those vendors are referred to as weekly vendors and are included with the accepted weekly vendors who have pre-selected a Market Day on the chart included below in §2.
- c. The Market Manager maintains a list of these weekly vendors. Should one or more spaces become available on Market Day, the Market Manager uses this list to fill these spaces. In the interest of the Market as a whole and/or for the best balance of the Market, the Market Manager takes into consideration the following criteria, in no particular order, when filling a vacant space: the overall mission of the Market, its policy, the vendor's application, available space, and product saturation.

## 2. Market Dates

If possible, please check the dates below that you wish to attend the 2017 South Lyon Farmers Market:

May	Jun	Jul	Aug	Sep	Oct
13	3	1	5	2	7
20	10	8	12	9	14
27	17	15	19	16	21
	24	22	26	22, 23, 24*	28
		29		30	

\*Pumpkinfest

## 3. Weekly Vendor Fee Structure

**Note:** Weekly fees for food trucks and other irregularly shaped vendor spaces will be negotiated between the vendor and the Market Manager.

Vendor Space	Weekly Rate
10' x 10'	\$15.00
10' x 20'	\$20.00
10' x 30'	\$25.00
10' x 40'	\$30.00

**4. Product Information**

Check all that apply in the box below. **The Market Manager must approve all items that the vendor checks and/or lists below.**

The Market Manager reserves the right to disapprove or reject any listed/selected items based upon the policies and guidelines outlined in §9 below. The Market Manager’s selection process will take into consideration available space, the needs of the community, objectives of the Market, product saturation within the Market, and Market polices and guidelines.

Food	Plants	Other
<input type="checkbox"/> Vegetables <input type="checkbox"/> Fruit <input type="checkbox"/> Honey <input type="checkbox"/> Jam <input type="checkbox"/> Syrup <input type="checkbox"/> Eggs <input type="checkbox"/> Herbs <input type="checkbox"/> Spices <input type="checkbox"/> Tea <input type="checkbox"/> Coffee <input type="checkbox"/> Baked goods <input type="checkbox"/> Other (list below) _____ _____ _____ _____	<input type="checkbox"/> Perennials <input type="checkbox"/> Annuals <input type="checkbox"/> Vegetables <input type="checkbox"/> Herbs <input type="checkbox"/> Trees <input type="checkbox"/> Shrubs <input type="checkbox"/> Cut flowers <input type="checkbox"/> Other (list below) _____ _____ _____ _____	<input type="checkbox"/> Artwork <input type="checkbox"/> Baskets <input type="checkbox"/> Wreaths <input type="checkbox"/> Woodwork <input type="checkbox"/> Ceramics <input type="checkbox"/> Leather goods <input type="checkbox"/> Dried flowers <input type="checkbox"/> Other (list below) _____ _____ _____ _____

**5. Vendor Profile**

Please describe your business/products. Vendor profiles may appear in the Market newsletter on a rotating basis over the course of the season:

- Check this box if you DO NOT want your contact details given to customers who may wish to contact you directly.
  
- Check this box if you DO NOT consent to the reproduction and use of any such photographs and videos by the City of South Lyon for educational, public relations and promotional purposes.

**6. 2017 Market Schedule**

Saturdays, 8am to 2pm.  
Opening day: May 13  
Closing day: Oct 28

Pumpkinfest weekend (**Dates???**) has a separate section and pricing structure.

## **7. Location of Market**

The regular weekly Saturday market is in the municipal lot at the NW corner of W. Liberty and Pontiac Trail, across the street from the Post Office. Pumpkinfest weekend, the Market is under a large tent on Pontiac Trail (closed road).

## **8. Check-in Requirements**

- a. Vendors who need to off-load with their vehicle in the Market area must arrive at the Market no later than 7:00am. Vendors who do not need to drive into the Market are to arrive no later than 7:45am or by arrangement with the Market Manager. Late arrivals will risk loss of vehicles for off-load.
- b. Vendors are to be set-up by 8:30 am for Market opening at 9:00am. Vendors who will be late should notify the Market Manager as soon as possible. Due to safety concerns, vehicles **MUST** be removed from the Market area by 8:30am. After unloading, all vendors must remove their vehicles from the immediate Market area and park their vehicles in the parking lot at the South Lyon City Hall, located two blocks down from the Market on the SE corner of W. Liberty and S. Warren. If a vendor has special challenges regarding parking at City Hall, please contact the Market Manager for alternative parking spots. At 8:45am unclaimed and unoccupied spaces will be made available for use by other vendors.

## **9. Products to be Sold**

- a. The Market's goal is to have an enjoyable Market, while enhancing the downtown business district. Existing merchants are encouraged to take advantage of their proximity to it and tie-in their own marketing efforts with Market activities and promotions.
- b. Businesses within the boundaries of the Downtown Development Authority (DDA) will have an opportunity to occupy a space on a rotating basis free of charge, but may not offer merchandise for sale. Businesses may use the space to display menu items, flyers and limited promotional signage,

hand out discount coupons or samples, describe services, etc. All materials used for promotion must get the approval from the Market Manager prior to occupying the space.

- i. The Market Manager, in conference with the Farmers Market Committee, in conference with the DDA will determine, on an annual basis, the overall size of the Market in terms of number of seasonal and weekly vendors. Based on this number, the Market Manager will select all vendors with a priority towards Produce, Plants/Flowers, Food Items, Arts and Crafts, in that order, with an emphasis on those that are Michigan-made and/or locally-owned. The selection process will take into consideration available space; the needs of the community; objectives of the Market; quality, display and originality; product saturation within the Market; and the Market Selection Guidelines listed below.
- c. **The Market Manager must approve all items that the vendor checked and/or listed under *Product Information*. The Market Manager reserves the right to disapprove or reject any listed/selected items based upon the policies and guidelines outlined in this section.** The Market Manager's selection process will take into consideration available space; the needs of the community; objectives of the Market; quality, display and originality; product saturation within the Market; and the Market Selection Guidelines listed below.
- d. ***Market Product Selection Guidelines:***
  - i. **Produce** - To encourage economic growth in Michigan, the Market will favor vendors that produce items in Michigan. These produce items will be approved at the discretion of the Market Manager under the guidelines and policies set by the DDA Board. Vendors are allowed to supplement their produce with other locally grown products as long as the vendor grows at least 75% by value of the overall product that they offer for sale at our Market. Farm inspections may be conducted on a random, but no more than a bi-annual, basis in order to verify vendor compliance. Concerns regarding

adherence to this policy will be addressed by the Market Manager directly to the vendor, and further information regarding the source and growing method of the product offered will be required.

- ii. **Flowers and Plants** - Vendors selling flowers and plants are allowed to bring plants to Market purchased from a wholesaler. However, preference will be given to those who grow their own.
- iii. **Food Items** - Vendor produced food items must have the appropriate licenses and must comply with state and local health regulations regarding storage, sampling and display to sell food items.
- iv. **Original Art Work** - Examples are jewelry, ceramics, oils, water colors, photography, metal smithing, iron works and mixed media. These are to be offered for sale by the artist/producer of said goods or the designated representative.
- v. **Crafts/Other** - Handmade craft items produced by the vendor include, but are not limited to: dried flowers, wreaths, baskets, garden décor, woodwork, soaps, and clothing.
- vi. **Food Service** – Prepared foods by a restaurant, caterer or food vendor must have all appropriate licenses and must comply with state and local health regulations.
- vii. **Licenses** – It is the vendors’ responsibility to research, acquire and display all required State of Michigan licenses. For more information about Michigan’s food and cottage laws, go to [www.michigan.gov/mdard/](http://www.michigan.gov/mdard/) and click on “Food and Dairy Safety” on the left side of the page.

## **10. Application for the Market**

All interested vendors must submit to and have on file with the Market Manager a *2017 South Lyon Farmers Market Application Form* in order to participate in the Market.



## **11. Market Fees**

- a. Fees collected are for Market expenses and Market promotion.
- b. Seasonal and weekly fees are nonrefundable for all vendors admitted to the Market and will be enforced under the Market's 24 Hour Rule - whether the scheduled vendor shows or not. This includes any early closing of the Market due to inclement weather or any other unforeseen emergency situation. *[See below for an explanation of the 24 Hour Rule.]*
- c. Weekly vendors are required to pay the weekly rate on Market Day at the time of check-in, pending approval of the Market Manager. The vendor will be issued a receipt.
- d. Seasonal and weekly fees for food trucks and other irregularly shaped vendor spaces will be negotiated between the vendor and the Market Manager.

## **12. 24 Hour Rule**

- a. "Not showing up" is defined as having occurred when a scheduled vendor fails to notify the Market Manager at least 24 hours prior to Market Day that he/she will be absent from the Market on Market Day.
- b. The Market Manager will not accept a no-show from a scheduled vendor for reasons including, but not limited to: i. Weather conditions, except under (c) below.
- c. Personnel conflicts
- d. Holidays or holiday weekends
- e. The Market Manager alone has the authority to cancel the Market due to severe weather conditions. All scheduled vendors are expected to be at the Market unless the Market Manager has cancelled the Market.
- f. No-show scheduled vendors shall be responsible for the cost of the vendor space unless the space can be filled.

### **13. Civic Organizations Participation**

- a. Nonprofit, charitable organizations are welcome at the Market. All charitable organizations must fill out an application and be approved by the Market Manager. The Market is a public space, not a public form. Organizations promoting opinions rather than goods (i.e. political or religious groups) will not be allowed within the Market area.
- b. Organizations selling a product in order to raise funds will be charged a daily fee of \$15.00 for a 10' x 10' space. Determination as to acceptability to participate in the Market will be made by the Market Manager. Space will be allocated based on availability and selection criteria as applied by the Market Manager. Nonprofits will be limited to one organization per week.

### **14. Rights Reserved by the Market Manager**

- a. The Market Manager reserves the right to reject a vendor if, in the Market Manager's judgment, the goods and merchandise are not compatible with the overall mission of the Market, its policy, available space, the application submitted by the vendor, or if the Market is saturated with that product.
- b. The Market Manager reserves the right to immediately deny a vendor the privilege of selling at the Market. Reasons may include misrepresentation of products, poor quality of products or produce, nonpayment of fees, saturation of the vendor's product at the Market, disorderly conduct, or failure to heed the Market Manager's direction.
- c. The Market Manager shall have the authority to oversee and enforce the Market rules and has the right to refuse a vendor's participation at any time for any reason.
- d. The Market Manager may also exercise due process for suspension based on the following steps:
  - i. Adequate verbal notification to the specific vendor by the Market Manager;
  - ii. Written notification to specific vendor provided by the Market Manager and copy to DDA Liaison, DDA Board;
  - iii. Written notification of suspension from the Market

- Manager based on noncompliance by the vendor to adhere to verbal and written direction;
- iv. Date scheduled to provide vendor the opportunity to address allegations with the Farmers Market Committee, DDA Liaison, and/or Board for reinstatement. Decisions for appropriate discipline or notification of permanent suspension will be at the discretion of the Market Manager, Farmers Market Committee, and/or the DDA Board. The vendor's fees are nonrefundable.
  - e. The Market Manager shall have the authority to cancel the Market due to inclement/severe weather. In the event that the Market is cancelled because of inclement/severe weather, vendors will not be permitted to set up, engage the public or conducts sales.

#### **15. Vendor Responsibilities**

- a. Vendors are responsible for their own sales taxes, licenses, permits and fees required for operation and will abide by all local, state and federal laws.
- b. Food shall be clean, wholesome and safe for human consumption and shall be handled, stored, transported and offered for sale in a sanitary manner as established by the Oakland County Health Department and the State of Michigan.
- c. Free samples may be given to customers in accordance with state and county health regulations. Disposable utensils (i.e., napkins, toothpicks, etc.) will be provided and disposed of by the vendor.
- d. Each vendor is responsible for keeping his or her own space clean and attractive and staying within his or her designated area. Failure to maintain space upkeep and cleanliness may result in disciplinary action. Upon closing of the Market, spaces are to be cleaned and swept by the vendor. Vendors are responsible for bringing their own equipment/utensils for clean-up.
- e. Vendors must supply their own sales equipment; tables, chairs,

display racks, display signs, bags for customers and money for change.

- f. Vendors are required to have on Market premises a license or permit, price list and a sign posting their name and location of their farm. Signage is subject to the approval of the Market Manager.
- g. Vendors are prohibited from attracting attention to items for sale by outcries in a loud or annoying, rude or offending manner.
- h. Each vendor may set his or her own prices. ***Prices should be set in keeping with customer satisfaction and consideration of other Market vendors.***
- i. Each vendor is encouraged to provide scales of demonstrative accuracy and price and sell products in an easily understandable manner: by weight or by the bushel, quart, pint or individual piece. Inaccurate or deceptive measurement practices will result in forfeiture of the vendors permit.
- j. Vendor will occupy and attend assigned space for Market's entirety, from the opening bell to its scheduled closing. A consistently full Market is vital to its success and growth. The expectation of the public is that the Market ends at 2:00 p.m. Only the Market Manager or his representative can close the Market at any time other than that which is scheduled. Vendors are to end sales at 2:00 p.m. and must vacate the Market area by 3:00 p.m. Early pack-up or departure not approved by the Market Manager may result in disciplinary action, as outlined above.
- k. Vendor waives any claim for compensation of any kind in exchange for photographs, videotapes and other such use by the City of South Lyon for educational, public relations and promotional purposes.
- l. The Market encourages a 'team' philosophy and a cooperative spirit. Vendors are strongly advised to refrain from openly criticizing or challenging other vendor's products, displays, pricing, etc. Any questions regarding another vendor's participation must be directed solely to the Market Manager. Failure to comply may lead to suspension and or dismissal.

- m. Should the Market Manager give notice to vendors that the Market is cancelled or, if already in progress, be closing due to inclement/severe weather or other unforeseen emergency situation, vendors may not continue to engage the public or conduct sales. Failure to comply may lead to suspension or dismissal.

**16. DDA and City of South Lyon Responsibilities**

- a. If the decision is made to change a Market rule, seasonal vendors will be given a seven-day notice prior to the new rules taking effect. Others will be notified in a timely manner in accordance to their circumstances.
- b. The Market is not responsible for product liability or the paying of sales taxes by individual vendors. The Market is not held responsible in any way for any loss of vendor property by theft, vandalism, weather or anything outside of the control of the Market administrators.
- c. Vendors agree to indemnify and hold harmless the City of South Lyon and the South Lyon Downtown Development Authority and assignees 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 activities at the Market, as described below.

**Indemnification**

Vendor agrees that the City of South Lyon and its respective officers, employees, agents and consultants are not liable for any injury, theft or damage to either the Vendor or its Customer, or property arising out of or pertaining to preparation for or participation in the South Lyon Farmers Market. Whether such injury, theft, or damage occurred prior, during, or after the South Lyon Farmers Market, vendor agrees to indemnify, defend and hold harmless the City of South Lyon and its respective officers, employees, agents, and consultants for and against any claims such as injury, theft or damage.

**Vendor acknowledges that submission of this completed Application does NOT denote acceptance into the Market and that the vendor is NOT accepted into the 2017 South Lyon Farmers Market until affirmatively acknowledged by the Market Manager via phone, email or postal mail.**

Signature of Vendor: \_\_\_\_\_

Date: \_\_\_\_\_

Mail completed application to:  
City of South Lyon, Attention Farmers Market Manager  
335 S. Warren St.  
South Lyon, MI 48178

Or email completed application to:  
southlyonmarket@gmail.com

