

HILLSDALE COUNTY FARMERS' MARKET RULES AND GUIDELINES

All vendors must complete and sign the Vendor Application and Liability Waiver. Pages 3 and 4 must be returned to the contact person. Keep the Rules and Guidelines for your records. **You must receive approval prior to selling at market.**

1. VENDORS:

- a. The Hillsdale County Farmers' Market is open to vendors who sell their own "yield", grown within Hillsdale County Michigan or immediately adjacent Michigan counties.
- b. Brokering of other growers locally grown produce will be held to a maximum of 50% of the vendors items offered for sale on a weekly basis. Brokered items should be labeled with the name and location of the grower or farm of origin. If the quantity is too large to label individually, then an 8.5" by 11" minimum sign shall be placed near the items in plain view.
- c. Vendors must clearly state their own name and location at their vending space. This sign must be a minimum of 18" above the ground and a minimum of 8.5" by 11" in size for easy viewing by customers.

2. PRODUCTS:

- a. Vendor compliance with all Federal, State and local regulations is mandatory and implied. Vendors of regulated products are obligated to know, understand and comply with rules which govern their product.
- b. Vendors are responsible for obtaining their own liability insurance.
- c. Agricultural items allowed for sale include but are not limited to: fruits, vegetables, grains, herbs, flowers, potted and bedding plants.
- d. Processed items allowed for sale include: jams, jellies, sauces, cooking oils, baked goods, fruit juices, vinegar and cider. **NO ALCOHOLIC BEVERAGES ARE ALLOWED FOR SALE BY LAW.**
- e. Animal goods include: meats, cheeses, eggs, honey, fibers and other products derived from animal by-products.
- f. **LIVE ANIMALS PROHIBITED** by order of Hillsdale County Board of Commissioners. This includes ANY live animal, pet or otherwise, which would be brought to the market by a vendor.
- g. Art(s) and craft(s) items may be sold. An Artisan is a vendor who uses creative skills in manufacturing, writing, or arranging materials resulting in a finished product. Items must be hand-crafted on an individual basis by the Artisan and must not be a modified commercially purchased item. Artisans must be approved and notified by the Evaluation Committee before being allowed to sell at the market.

3. VENDOR/ARTISAN SPACE AND PARKING DESIGNATION

- a. At this time there are no fees associated with the market.
- b. There shall be no assigned spots or implied seniority at this time.
- c. Vendor spaces will be held to a total of 3 adjacent parking spots. A vendor's entire inventory, vehicle, display, etc. must fit in this space.
- d. If the number of vendors exceeds the space allotted as mentioned above, vendor spaces may be narrowed to 2 adjacent parking spots.

- e. Any vendor not parked in the courthouse lot in their sales space must park in a city lot.
- f. Primary sales of goods must be from a table or display provided by vendor. Your vehicle may be used to store excess goods. Tailgate selling is prohibited.
- g. Canopies must be weighted as there are no provisions for staking. Weights shall be placed as to not create tripping hazards.
- h. Vendors are responsible for policing and cleanliness of their space and for overall cleanliness of the market location during and after market. Violation may be grounds for denial of future vending opportunities.

4. MARKET HOURS:

- a. Market hours are Saturday from 8 am to 12 pm
- b. Entrances and exits to market location will be gated at 7:50 am. After this time no vehicle traffic will be allowed in or out of the market until 10 minutes after closing.
- c. Vendors may still set up display after market opens but will have to park off-site (see Rule#3e) and hand truck goods into market.
- d. In the event of inclement weather or poor turnout the market may close early based upon a poll of attending vendors taken by the jury.
- e. Market cancellation announcements will be made via WCSR.

5. MARKET BEHAVIOR:

- a. Vendors are independent entrepreneurs with a common stake in creating a vibrant marketplace. Inappropriate language or behavior, including profanity, harassment or abuse by a vendor or participant toward anyone shall be grounds for removal from market.
- b. Vendors must smoke off grounds.
- c. No pets belonging to vendors are allowed on the premises. Exceptions are made for service animals. (see Rule #2 f. for explanation)

6. Rule Enforcement:

- a. Market rules are established by the Market Association. Rules are subject to change. Requests for change/addition by a voting member(s) will be submitted to the Association via the Association Officers at the next regular meeting, for discussion and vote.
- b. The Market Jury, which consists of 2 member volunteers in good standing and an officer, has the responsibility of ensuring vendor and customer concerns are addressed and that rules are enforced appropriately and evenly.
- c. The Market Jury shall resolve any disputes that arise regarding market operation.
- d. The Market Jury may deny a vendor the privilege of selling at the market on any given market day for failure to comply with the rules.

Hillsdale County Farmers' Market Liability Waiver

I, the undersigned vendor, hereby agree to hold the Hillsdale County Farmers' Market and Hillsdale County harmless against any and all claims, demands, suits and losses, including all costs connected therewith, for any damage which may be asserted, claimed or recovered against or from the Hillsdale County Farmers' Market, Hillsdale County, its elected and appointed officials, employees, volunteers, or all others working on behalf of Hillsdale County Farmers' Market by reason of personal injury, including bodily injury or death; and/or property damage, including loss of use thereof, which arises out of the alleged negligence of the Hillsdale County Farmers' Market and/or Hillsdale County in any way connected or associated with this application. It is further agreed that I hold the Hillsdale County Farmers' Market and Hillsdale County harmless for any damages that may be sustained to personally owned equipment used during market days and damages will be my sole responsibility.
(this page will be kept on file at the Hillsdale County Office)

Signature: _____ Date: _____

Name: _____
(please print)

Farm/Business Name (if applicable): _____

Address: _____

City: _____

State: _____ Zip _____