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

May 2010

Table of Contents

Introduction 1
Scope of Operation 1
Safety Regulations 2
General Rules 2
Market Master Responsibilities 3
Vendor Representative Responsibilities 3
Vendor Responsibilities 4
Stall Standards 4
Vendors 5
Farm/Greenhouse/Orchard Vendors 5
Agricultural Value Added Vendors 6
Specialty Foods 6
Non-food, Garden Related 6
Antique/Collectable Vendors 6
Handicraft Vendors 7
Market Shops (permanent stalls) 7
Advertising 7
Disciplinary Actions 8
Cause 8
Action 8
Royal Oak Farmers Market Rental Rates 9

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 Farmers Market Committee has approved the following rules and regulations with which all vendors MUST comply to ensure a useful and well-regulated marketplace.

Farmers Market Committee
The Royal Oak Farmers Market Committee is a body established to advise the City Commission and assist the Market Master in setting policy and adjudicating disputes.

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 in writing to the Farmers Market Committee.

The market year runs May 1 through April 30.

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 & collectable) 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 the Market Master, 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 the Royal Oak Farmers Market Committee at the request of the Market Master, as conditions warrant. Special market days may be held with approval of the Royal Oak Farmers Market Committee. All vendors shall adhere to the posted hours of operation.

D. The City of Royal Oak accepts no responsibility for stock left on the premises.

E. All rental rates and any special fees in effect shall be posted in the market and a copy will be given to vendors upon request. Rental rates and fees shall be posted by March 1st for the annual rental year that starts May 1st. The Rules and Regulations will be posted by April 15th.

Safety Regulations

Tenants will avoid 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.

4. State health laws prohibit any pets or live animals inside the market building with the exception of SERVICE ANIMALS.

General Rules

1. Consumption of 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.

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 Master.

6. No one may sell or attempt to sell any merchandise or animals on the market grounds without the express permission of the Market Master

7. The City of Royal Oak is not liable for theft or damage of any merchandise before, during or after market hours. Merchandise stored in the market building is done so at the sole risk of the vendor.

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 privileges.

Market Master Responsibilities

The Market Master 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 Master maintains order in the market and:

1. Enforces days and hours of operation as determined by the Royal Oak Farmers Market Committee.

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 Master. Recognizing that some vendors require less space, the Market Master 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 market committee.

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 Master. Duties of the representative include, but are not limited to:

1. Keeps the Market Master informed of vendor concerns.

2. Brings vendor concerns to the market committee when requested by vendors to do so.

3. Assists in the inspection/licensing of current vendors.

4. Keeps the Market Master 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.

7. Attends Operations sub-committee meeting once a month and the regularly scheduled market committee meetings.

8. Reports market atmosphere to the Market Committee.

Vendor Responsibilities

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 person renting space at the market shall sell, sublet, or assign such space and privileges pertaining to. Exchange of space for the convenience of vendors may be made with the approval of the Market Master.

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 refuse to comply with the direction or interfere with the rules set by the Market Master or duly appointed agent carrying out the provisions of these rules and regulations.

E. Each vendor MUST obtain and furnish to the Market Master a current and valid copy of any and all licenses and permits necessary for their operation.

F. Vendors must have their stall(s) completely set up and ready for operation at the scheduled opening of the market. 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.

G. Vendors shall not vacate the market before the official closing time for any reason without the express permission of the Market Master. After the scheduled closing of the market, all vendors must vacate the market within 2 hours.

H. Those vendors selling on the porches shall set up as directed by the Market Master.

I. 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 may choose to add one board and 2 sawhorses.

J. If additional display fixtures are needed, they may be brought in by vendors with the permission of the Market Master.

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. Merchandise may be left in market stalls between market days with the permission of the Market Master.

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 area and taken away OR placed in an outside dumpster designated by the Market Master. Trash receptacles placed around the market should not be filled with any of the above mentioned items.

D. The city supplies vendors with a designated selling space, and in the case of annual antique lessees, enclosures from which to sell. 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

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*
- *Can participate on Fridays and Saturdays*

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 the Market Master 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 submit a signed Royal Oak Farmers Market production application to the Market Master *by February 28th for the market year beginning May 1st*. Changes in plans or seasonal use of market stalls by vendors must be reported and approved by the Market Master 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 production application the first time they participate in the market during the market year.

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 stall renters must sign a rental agreement the first time they participate in the market during the market year. All changes and amendments to the rental contracts during the term of the contract must be in writing.

E. Annual vendors who do not plan to sell during any given market day must notify the Market Master 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. A daily vendor is expected to bring in merchandise before the start of the business day and remove unsold items after closing. A vendor who rents at the daily rate on two (2) consecutive calendar days may, with the prior express permission of the Market Master, leave non-perishable merchandise on premises overnight.

H. Daily selling spaces are assigned by the Market Master 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.
I. 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 Master.

Agricultural Value Added Vendors

Specialty Foods

Specialty Food Vendors are defined to be any person or persons who are actually engaged in the production 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*
- *Can 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.

Non-food, Garden Related

Criteria:

- *Must be the producer*
- *Must be a Michigan product*
- *Must have a Michigan Sales Tax License*
- *Can participate on Fridays*
- *Can participate in the "Garden Craft Center" located on the west porch on Saturdays as space permits*

Antique/Collectable Vendors

Criteria:

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

Antique/Collectable vendors are herein defined as persons who obtain and offer for resale collectables, 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 applications are posted on the web site and are accepted at the discretion of the Event Planner or the Market Master*

Market Shops (permanent stalls)

1. Stalls MUST be maintained in a clean and orderly manner including times when stall is closed. Supplies necessary for business operation, i.e. paper/plastic bags, newspaper/tissue, sales tags, etc. are to be kept in enclosed plastic containers with tight fitting lids. Such containers may be stored under shelves or tables. *Cardboard boxes are not allowed to be stored under the shelves or tables.*

2. When not open for business, stalls may not be used to store merchandise of other vendors. If stalls are used to store merchandise for daily vendors, both vendors will be denied selling privileges.

3. Alteration/change of any nature to the permanent construction is not allowed. Nothing is to be attached to the painted surfaces. This includes but is not limited to, tape or adhesive of any kind, nails, screws, bolts, glue, wires, dowels, etc.

4. Display Units such as shelves cannot be higher than the level of the sill wall or slotted portion of the sidewalls. Merchandise being displayed may be higher than the sill wall but may not be so dense as to create a sense of closure.

5. Stalls must be handicapped accessible and meet all ADA requirements. Aisles within the stall must be a minimum of 36 inches wide.

6. Any device requiring electricity must be plugged directly into the wall receptacle or an approved extension cord. Approved extension cords are heavy-duty type. Thin “home-style” extension cords may NOT be used anywhere in the market. Only one plug strip may be added to each outlet box. Multiple outlet adapters are NOT allowed. As a safety measure, the rule of thumb will be, “One plug, one item”. Electrical devices displayed on the metal grid wall CANNOT be plugged in. Clip-on lamps can be used but MUST be clamped to the metal support pillars at the front of the stall.

7. Any floor coverings must be of a temporary nature, that is, can be rolled up and removed, and MUST meet handicapped accessibility standards.

8. When closed, merchandise MUST be behind and not touching the vinyl security curtains.

Agents of the City of Royal Oak may enter the leased premises to inspect, complete maintenance, or to determine that the premises are in good repair and in compliance with the city codes and published Rules and Regulations.

Advertising

Vendors, singly or in co-operation, may advertise at their expense. Any advertisement using the market name, address, hours, etc. shall be approved in advance by the Royal Oak Farmers Market Committee or designee, i.e. the Market Master.

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 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

Any person who has been denied market privileges can request a hearing by the Royal Oak Farmers Market Committee. This request is to be in writing and addressed to the committee chairperson. This request will then be addressed at the next regularly scheduled meeting.

Complaints by vendors must be submitted in writing to the Market Master. The Market Master 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 Royal Oak Farmers Market Committee for resolution.

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

Royal Oak Farmers Market Rental Rates

Stall Rental Rates for the market year May 1, 2010 to April 30, 2011

Farm/Greenhouse/Orchard

Indoor leases: Annual – per stall, $1000.00; premium stall, $1500.00
Semi-annual – per stall, 650.00; premium stall 875.00

Producer must be at market on Friday 4 out of 6 months or 6 out of 12 months to qualify for reduced rate.

Saturday Only Lease: Annual – per stall, $1500.00; premium stall, $2000.00
Semi-annual – per stall, $800.00; premium stall, 1200.00
Daily: Friday, $25.00; Saturday, per stall $45.00, premium stall $60.00

Premium stalls include EW 12, EC 1, 7, 8, 19 and WC 1, 7, 8, 19, WW 12, 13

Outdoors: (all outdoor leases are semi-annual)
Leases: East or West, covered $700.00; uncovered, $600.00; south end, $875
Daily East or West, covered $60.00 per bay; uncovered, $50.00 per space

- Leased stall fees are due as follows: 1/3 by May 15; 1/3 by July 15; last 1/3 by September 15
- Payments are non-refundable
- Late payments make the entire balance due and payable within 15 days of the missed due date. If full payment is not made within the 15 days, the renter relinquishes rights to the stall and market privileges

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Market Shop Stalls – Annual $5000.00 per bay
There are no new Market Shop spaces available. If a space is vacated during the current market year, it shall be rented on a daily basis until April 30th.

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Antiques/Collectables

Indoors; East/West Wall - $40.00; premium stall $45.00 Premium stalls are #12 & 13
East/West Center - $45.00; premium stall $60.00
Center premium stalls are EC 1 & 16; WC 1 & 16; BW 1, 2, 3, 4

Outdoors: East/West covered bays $60.00; uncovered spaces, $40.00
Outdoor winter, November 1 – April 30 @ 1/2 the rate

Handicraft – Rates published individually for each event.