



46TH ANNUAL BRIGHTON FARMERS'
MARKET POLICIES AND APPLICATION

PRESENTED BY:

THE GREATER BRIGHTON AREA CHAMBER OF COMMERCE
SUPPORTED BY SELCRA

SPONSORED BY BANK OF ANN ARBOR

The Brighton Farmers' Market will be open on Saturdays from 8 am – 1 pm beginning on May 6th, 2023 and running through October 28th, 2023. The Farmers' Market location is at 200 N. First Street in the municipal parking lot.

The Brighton Farmers' market mission is to provide an opportunity for local farmers, food producers, and artists to sell their products directly to the consumer in a clean, friendly and community oriented environment.

Rules & Regulations

- I. **VENDOR CLASSIFICATIONS / DEFINITIONS**
 - a. **Vendor Definition:** A vendor is a person or a single business entity that has a complete and approved application on file with the Market Manager.
 - b. **Vendor Category:** Based on a vendor's application, the Market Manager shall assign each vendor a single vendor category of Producer, Artisan or Mobile Food Vendor using the following definitions:

- **Producer:** A Producer is a 1) vendor who grows and/or raises and offers for sale one or more of the following items: fresh produce, edible fungi, edible grains, meat, fish, dairy, eggs, live plants, cut flowers, apiary products, maple syrup. 2) And/or prepared foods, value-added products, etc.
 - **An Artisan:** is a vendor who uses creative skills in manufacturing or arranging materials resulting in a finished product, and offering for sale one or more of these created products such as: toys, furniture, jewelry, decorative items, holiday greens, apparel, and pottery, body care products etc. Vendors must use considerable time and effort to produce a finished product, as determined by the Market Manager. *Pictures of items to be sold will need to be submitted to the Market Manager sent to farmersmarket@brightoncoc.org.*
 - **Mobile Food Vendor:** A Mobile Food Vendor is a vendor who sells food items that the vendor produces for immediate consumption which are prepared by the vendor at the Market in a licensed unit or prior to the Market in a licensed kitchen.
 - **(New!) Business Booth:** We are allowing at least one business booth that benefits that community at each market. The business booth is defined as an organization that does not meet the other vendor qualifications outline in the rules. Acceptance is at the discretion of the Market Manager.
- c. **ALL VENDORS:** Attach a list of all items you plan to sell at the Market: All items must comply with the **MICHIGAN MADE MICHIGAN GROWN** policy of this Market. Must submit new items to the Market Manager for approval. Any new items not included on the application must be submitted two weeks prior to selling at Farmers Market. We will ask you to remove any items that you have not previously submitted. This is to ensure we do not over sell certain categories of product. No manufactured or factory-made items will be sold in the market. Services will be in keeping with the Farmers' Market atmosphere.
- d. **Prepared Foods, Value-Added Products, etc.:** Attach a complete product list, including a list of ingredients for each product. Please identify which ingredients are locally produced in each product.
- My food products are created in:
 1. A licensed kitchen
 2. My kitchen, in compliance with Michigan Cottage Food Laws
 - a. Does my product qualify for sale under Michigan's Cottage Food Law? Michigan Cottage Food Law is governed by the Michigan Department of Agriculture and Rural Development (MDARD). **
You can read about the cottage food laws here www.michigan.gov/mdard/food-dairy/michigan-cottage-foods-information, including a full list of what can and cannot be sold under the Cottage Food Law, an outline of the labeling guidelines and regulations, and a checklist for how to start your own Cottage Food Business.
 - b. Vendors at the Farmers Market are responsible for following Michigan's Cottage Food Law and any ineligible products cannot

be sold at market. Ineligible products include hot sauce, salsa, pickles, and products w/ time/temperature control.

- c. Both in a licensed kitchen and in my home kitchen under Cottage Food Laws (*if you check this box, please indicate which type of kitchen is used for each product*)

e. **Vendor Status:** Based on a vendor's application, the Market Manager shall assign each vendor a single vendor status of **Annual Vendor**, **Daily Vendor** or **Daily Mobile Food Vendor** using the following definitions:

- 1. **Annual Vendors:** Annual Vendors are Producers or Artisans who are assigned a stall or stalls on an annual basis and who pay stall fees annually.

*An Annual Vendor shall attend Market at least 15 times in any given fiscal year in order to maintain their seniority and Annual Vendor status. The Market Manger will rent out their stall when the Annual Vendor is not in attendance.

An Annual Vendor who does not attend Market at least 15 times in any given fiscal year due to extenuating circumstances may petition the Brighton Area Chamber of Commerce President & CEO or his/her designee for a waiver of this attendance requirement. Petition for waiver of the two (2) attendance requirement, must be submitted to the Market Manager by June 30th of the fiscal year for which the waiver is requested.

- 2. **Daily Vendors:** Daily Vendors are Producers or Artisans who are assigned a stall or stalls on a per Market day basis and may pay stall fees on each Market day or annually.
- 3. **Daily Mobile Food Vendors:** Daily Mobile Food Vendors are Mobile Food Vendors who are assigned a designated mobile food stall by the Market Manager on a per Market day basis and may pay stall fees on each Market day or annually.
 - a. A Daily Mobile Food Vendor may only attend market on predetermined dates as assigned by the Market Manager.
 - b. At the discretion of the Market Manager, a Daily Mobile Food Vendor who does not attend Market on an assigned date may lose the ability to attend the market for the remainder of the year.

We give priority to vendors who will be with us on a regular basis throughout the season.

II. COMMUNITY SERVICES ORGANIZATIONS

- a. Charitable, educational, or other community service organizations that wish to apply for a stall must submit a complete application for approval by the Market Manager or

his/her designee five business days prior to the applicable Market day. If an approved charitable, educational, or other community service organization is assigned a stall, the organization shall pay any required fees (\$25) before it shall be allowed to operate the assigned stall. These organizations shall only be able to attend the market 3 times a market season.

- b. If vacant stalls remain available after all Annual Vendors and Daily Vendors in attendance have been assigned stalls, the Market Manager may assign those remaining stalls to charitable, educational, or other community service organizations. A maximum of three charitable, educational or other community service organizations shall be assigned stalls on any given Market day.
- c. No political organizations shall set up a booth within the market.
- d. Community Service organizations must follow the same rules as listed in the market operations.

III. MARKET OPERATIONS

All food and products offered for sale at the **Market must be grown or made by the vendor who offers the product for sale.** Producers must sell 70% of their own grown/ raised products, 30% from additional producers. If a vendor sells additional products purchased from other Michigan producers (i.e. hot-house tomatoes), those items must be labeled with the **producer name and city.** **ALL produce must be Michigan grown products.** All Farms will be visited by the market manager. *Vendors that only resell products should explore other markets.*

- a. All food and food products offered for sale, shall be fresh, clean, wholesome and safe for human consumption and shall be handled, stored, transported and offered for sale in a sanitary manner.
- b. All food and products offered for sale at the Market must be grown by the vendor, or made by the vendor in Michigan.

1. The Market is held RAIN or SHINE and will not be cancelled unless there is a life-threatening weather situation such as an act of God (i.e. flooding).

- c. **Vendors are required to stay for the entire market.** Failure to show up on time and stay for the entire market may result in loss of privilege to participate in future markets.

IV. Stalls/ Booth Rental

A stall is a single numbered or lettered vending space in the Market, as designated by the Market Manager. A single stall is a single 9'5" parking space in the municipal lot. Items shall be contained within the line of the space rented. Note: A 10 x10 will fit with a slight overlap. **MUST BE ABLE TO WORK WITH YOUR NEIGHBOOR.**

Your setup must be compact and neat.

*Vendors are responsible for their own set-up, tear-down, and clean-up including bringing their own equipment such as: tents, table/s, chair/s, and all other necessary supplies. All tents are required to be freestanding and weighted. Vendors will not be allowed to use a tent that is not

weighted for the safety of everyone at the market. The market area is paved and does not allow for stakes.

The market set up shall be completed in a manner that, based on the judgment of the Market Manager, is for the good of the overall market experience. Vendor Stalls are assigned by a combination of factors, which include; availability, seniority, requests, type of product sold, attendance, and compatibility with other vendors. All decisions are made for the good of the Market.

➤ The Market Manager is responsible for the final selection of vendors and reserves the right to accept or reject any applicant based on, but not limited to:

- The Market policies.
- Appropriateness & Duplication of product.
- Market attendance record, if returning vendor.

Stall vendors will be allowed 1/2 hour to load, clean up and leave the market area. All vendors will supply their own equipment. No tables, chairs, brooms, etc. will be available at the market.

V. Parking:

- a. **Parking within the market area is limited, except by those authorized to occupy designated rental spaces. If allowed a vehicle, must be able to park in your allotted 9'5" with your pop up tent, there is an additional cost (\$5) to parking your vehicle at market.**
- b. Vendors who choose to unload their goods must unload efficiently and with courtesy of fellow vendors.
- c. Vendors must park in the back of the of the 2nd Street Parking lot so that customers can utilize the parking lots. All other lots must be available for customer parking. No parking along Mill Pond Lane (behind stores). No vehicles are to be driven through the market until closing at 1 pm.
- d. Customers are not allowed to drive up to pick up items from your stand.

V.I

Appropriate Conduct:

- a. Vendors shall not attract attention to their items for sale by outcries in a loud, annoying, or offensive manner, or by standing outside of the stall area.
- b. Vendors shall not engage in disruptive conduct. Any disagreement between vendors shall be handled in a respectful and professional manner away from stalls and customers.

- c. No person at the Market shall refuse to comply with a direction of the Market Manager or interfere with the administration of the Market Rules as interpreted by the Market Manager or his/her designee.
- d. All vendors, vendor employees/helpers, volunteers, Market staff are expected to treat each other and market visitors and shoppers in a courteous and professional manner.
- e. Breaking down prior to published market hours Saturday (8am- 1pm) is both disruptive, confusing to customers and the other vendors around you. Violation of this rule will impact your chances of being invited back to our Market.

VI. Vendor Grievance Policy:

Brighton Farmers Market has the right to deny or restrict any vendor or vendor representative's access to the market for failure to follow the policies herein. In order to be addressed, problems, complaints or concerns must be brought to a Brighton Farmers market staff member within 24 hours of the event. Any grievance that cannot be resolved immediately by Market staff will be referred (within 5 business days) to the Brighton Chamber of Commerce for review provided the grievance is submitted in writing to Pam McConeghy at pamm@brightoncoc.org and includes:

- 1. Name (First, Last), business name, address, email address and phone number of complainants.
- 2. Description of the problem, complaint or concern, or specific market policy violation, including the date and approximate time of occurrence.
- 3. Name (First, Last), business name of offending vendor or vendor representative.
- 4. Description of steps taken by complainant to resolve the issue with vendor or vendor representative prior to reporting it to MIFMA staff, if applicable.
- 5. Description of complainant's preferred desired resolution.

****The Brighton Farmers Market reserves the right, at its' sole discretion, to require an exhibitor to withdraw from the market in case of misrepresentation or undesirable behavior. In such event, no refunds will be given. The Exhibitor shall have no recourse, nor shall The Brighton Farmers Market be liable in any way for any indirect, direct, consequential, lost profits, or any other damages that may be incurred by the vendor.***

VII. Enforcement Policy:

Brighton Farmers' market staff has the authority to enforce all policies. Failure to follow policies of the Farmers' Market I will result in the following consequences:

- a. First Occurrence: Verbal warning
- b. Second Occurrence: Written warning, or letter of non-compliance, including an explanation of which policy has not been observed, the steps that need to be taken to come into compliance, and the requested timeline in which those steps should be taken.
- c. Third Occurrence: Participants will either be asked to leave the market or will be excluded from returning to the next market, depending upon the severity and timing of

the offense. If a participant is asked to leave or not return to a market, no registration fees will be returned.

VIII. Annual Vendors:

Those who rent space for the full season (26 market days paid in advance) may set up their space upon arrival at the market. **Any annual vendor not occupying their space by 7:40 am forfeits their space for the day unless prior arrangements have been made with the market manager. After 7:40 am, the spaces will be assigned to daily vendors.** An annual vendor not able to occupy their space(s) must give notice to the market manager prior to Saturday. The annual vendor rate is \$500.

IX. Daily Vendors:

Advanced Reservations for space(s) for a specific time period or specific dates must be arranged with the Market Manager. Daily renters will be registered with the Market Manager before the market opens, to be assigned a space. Once assigned a space, there will be no changes. The rate for daily vendors is \$25.

X. Display of Goods:

All vendors shall post a sign with their name and location of their business at their stall. Displays shall not block the view of nearby spaces or create hazardous conditions to neighboring vendors. Items shall be contained within the line of the space rented.

MISCELLANEOUS

- A. **Walkways** must be kept clear for free passage of pedestrians, as well as handicapped accessibility available.
- B. **Bicycles**: No bicycles allowed unless they are walked through the market area.
- C. **Utilities**: Water will be available from the taps at the City Municipal building. Limited electricity will be available. Access to electricity will be determined by seniority and request by the Market Manager.
- D. **Solicitation**: No solicitation or sales will be allowed except in the designated rental spaces. No solicitation or sales may be conducted in the general public area or within 300 feet of the market grounds.
- E. **Garbage**: Each vendor must dispose of all rubbish from their assigned area. Inspection will be made by the Market Manager. Under no circumstances is trash to be left. Please note that **none** of the dumpsters are for the Farmers' Market use. Those vendors selling concessions must supply and dispose of a trash receptacle and be responsible for the disposal of the trash they create. No trash is to be left outside or on top of city rubbish containers.
- F. **Dogs**: Dogs are allowed in the market as long as they are on a leash and can behave well in public around other dogs, children and food items.

- G. **Food Sampling:** Samples may be given to customers. The booth where samples are distributed must be covered by overhead protection and the samples themselves should be presented. If you are giving a sample in a container, make sure that you have a garbage receptacle.

Fees for Annual and Daily Vendors

Annual Vendors (Preseason) May 6th – October 28th. \$500.00 (\$19.23 per day) for a single 9' 5" parking spot. Must be paid in advance. Does not include fee to park vehicle.

Annual Vendors must submit application and payment by **May 1st, 2023.**

Daily Vendor (\$25.00 per day) for a single 9' 5" parking space. Parking is \$5.00 per day (when available).



2023 Agreement of Compliance

I, _____ have read and am fully aware of the Brighton Farmer's Market Rules and Regulations. I hereby agree to comply with these rules, regulations, and all other local, state, and federal regulations that apply.

(Vendor Signature)

Date

(Vendor Printed Name)

All vendors must have a current application form on file for 2023. If you have any questions, please call Pam McConeghy at 810.227.5086 or Monee Phipps at 810.819.7990. Copies of required licensing, TAX ID, Workers' Compensation must be submitted with your application.

Relevant license, insurance, certification (ServSafe), and inspection numbers/paperwork must be provided on file prior to market. Documents must include a copy of Tax ID and Mobile Food Vendors must provide a copy of \$500,000 (minimum) Liability Insurance.



2023 Brighton Farmer's Market Application

Vendor Name: _____

Business Name: _____

Email: _____

Address: _____

City/State/ Zip: _____

Phone: _____ Mobile: _____

Complete product List:

_____ Homegrown

_____ Licensed Kitchen

_____ Handmade

_____ Cottage Food

_____ Homemade

Dates Participating:

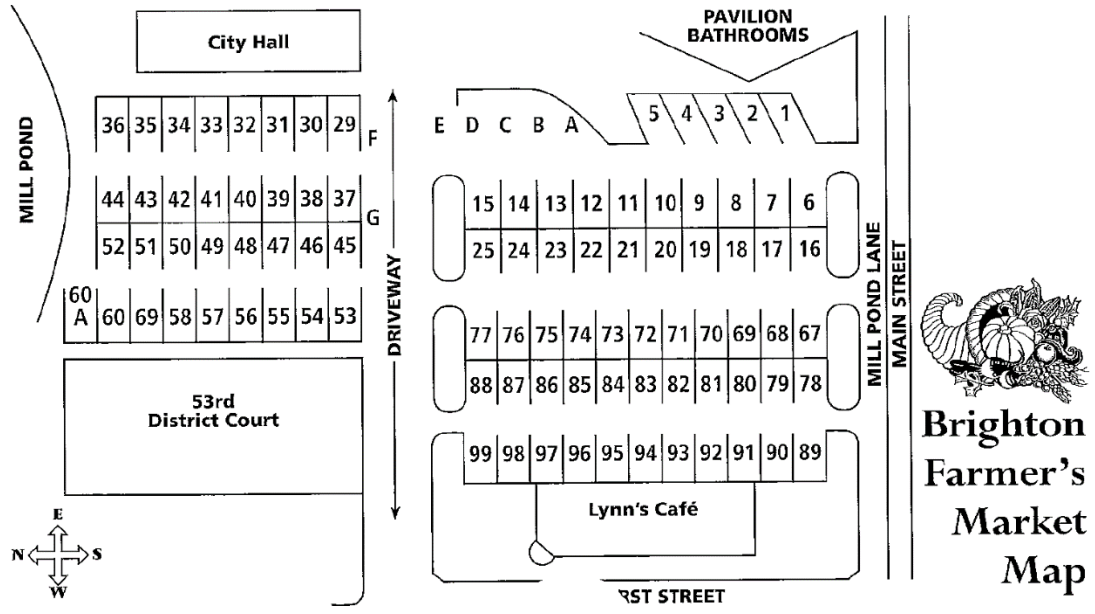
Amount Enclosed _____

Please return to:

Farmers Market

Greater Brighton Area Chamber of Commerce

218 E. Grand River, Brighton Mi 48116



**Brighton
Farmer's
Market
Map**