



Phone: (269) 756-9221

Fax: (269) 756-3031

FARMERS MARKET RULES & REGULATIONS

ELIGIBILITY TO SELL

A vendor is any person offering for sale articles of human consumption, such as fruits or their juices, vegetables, edible grains, nuts and berries and apiary products or non-edible articles such as cut or potted flowers, articles which have been raised, prepared or manufactured by the vendor, members of his/her family or by persons in his/her employ. The Market Manager must approve regional/seasonal products other than those grown by the producer.

GENERAL RULES:

1. Cost to participate in the market is \$50.00 per space for the season or \$15.00 per space per week, with a maximum of two spaces per vendor. Spaces are standard parking spaces (approximately 11' x 11').
2. Vendor spaces are reserved for seasonal pass vendors first and then first come first serve.
3. Market Manager has final say on which vendors/items are allowed in the market.

SELLING REGULATIONS

1. Product "dumping" below fair market value is prohibited except when product is identified to purchaser as being of inferior quality.
2. No unwholesome or spoiled articles may be offered for sale such as cracked melons, overripe tomatoes, worm invested corn, etc.
3. Certified organic growers must display certification.
4. A general listing of products and specialty items must be submitted to market manager prior to market for his/her review. Market manager may individually determine whether certain "questionable" items may be sold at market.
5. All baked goods and on site prepared food vendors must have acquired all necessary licenses, permits, etc. prior to market season and furnish copies to the market manager before entrance to the market as a vendor. All vendors must be in compliance with all local Health Department rules.
6. The collection of Michigan State sales tax is the responsibility of the seller.
7. The sale of fish, eggs or dairy products shall be permitted as long as the vendor is in compliance with all state laws and/or local Health Department rules and regulations covering such products sold at the market.
8. Purchased products for resale must be acknowledged, and vendor selling purchased item(s) must produce or make more than 90% of sale items. Signage required to be displayed at all times for purchased produce i.e. IN melons, MI peaches.
9. Commercial products (such as Avon, Tupperware, etc.) are not permitted to be sold in the market.

GROWER DISPLAY ARRANGEMENTS

1. Sellers must furnish their own tables, chairs, drop-cloths, display arrangements and rain protection as they will not be supplied by the Market. The Market is open-air, no shelter is provided. All canopies, tents, umbrellas, etc., must always be securely anchored. Failure to do so is cause for expulsion.
2. Each seller may display a sign with name and hometown. Signage also required for vendors accepting WIC/Senior citizen coupons.
3. No seller shall attract attention to his goods by hawking or "crying out".



Phone: (269) 756-9221

Fax: (269) 756-3031

CLEAN-UP REGULATIONS

Sellers must remove all waste and refuse from their spaces and Market areas before leaving for the day. It would be useful to have a basket or bucket for trimmings/waste. Sellers' sales and display area must be kept free and clear of unsightly and dangerous debris. Sellers who fail to clean up will face possible suspension or eviction from the Market.

TIMES & HOURS OF OPERATION

Saturday's, May 26th – October, 9:00 AM – 2:00 PM. All vendors are expected to stay through the duration unless they are sold out of product. Vendors must be set up and ready to sell when market opens.

ENFORCEMENT OF MARKET RULES

The Market Manager has full authority to enforce all the rules with assistance from other appropriate city departments. Written warning will be provided for first violation with market expulsion upon additional violations.

Occupants of spaces at this market must at all times conform to the **Market Rules**.

The Market Manager reserves the right to adjust the market rules and regulations as needed in order to better serve the buying public and maintain fair competition among vendors. All sellers will be promptly notified of any such changes.

All of which is agreed to this _____ day of _____, 20____.

Vendor's Signature

Vendor's Printed Name

Farmers Market Manager: Randy Miller
Contact Number: (269) 756-1467
Contact E-mail: miller1090@att.net



Phone: (269) 756-9221

Fax: (269) 756-3031

**FARMERS MARKET
INDEMNIFICATION AGREEMENT**

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned agree(s) to indemnify, defend, and hold harmless the Village of Three Oaks, Berrien County, Michigan, a Michigan Municipal Corporation, its agents, employees, officers, assigns, and officials, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses including, but not limited to, attorney fees, reasonable investigative and discovery costs, and court costs, which in any manner may arise or be alleged to have arisen, or resulted, or alleged to have resulted from the presence, activities, and promotions of any nature or otherwise of the undersigned, his agents, employees, or invitees on or adjacent to the premises known as **THREE OAKS FARMERS MARKET**, and located within the Village of Three Oaks. Including, but not limited to, claim or claims for bodily injury or death of persons, and for loss of or damage to property, including claims or loss by the Village of Three Oaks, its agents, officials, assigns, and employees.

The undersigned represents and warrant to the Village of Three Oaks, that the execution, delivery, and performance of this agreement has been duly authorized by all necessary corporate action, or other action of the responsible parties to this agreement.

The undersigned has executed this agreement on the ____ day of _____, 20__.

Responsible organization, corporation, or parties: _____

Address: _____

Contact Phone Number: _____