



# City of Sterling Heights

## Vendor Contract and Application

### 2022 Market Season

Located in Dodge Park, 40620 Utica Road, Sterling Heights

Business Name: \_\_\_\_\_

Applicant Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_

Phone (Business): \_\_\_\_\_ Home: \_\_\_\_\_ Cell: \_\_\_\_\_

Fax: \_\_\_\_\_ Other: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

Designated On-Site Contact: \_\_\_\_\_ On-Site Contact Phone: \_\_\_\_\_

Do you participate in any other markets? \_\_\_\_\_ If yes, which ones? \_\_\_\_\_

Vehicle(s): Make: \_\_\_\_\_ Model: \_\_\_\_\_ License Plate Number: \_\_\_\_\_

**MARKET CATEGORIES:** Please check all that apply and provide a complete list of products.

\_\_\_\_\_ **Farmers** - Fruits, Vegetables, Flowers, Plants

\_\_\_\_\_ **Food Items** - Please circle all that apply: Baked goods, eggs, honey, jellies, jams, meats, sauces, cheeses, and cider.

\_\_\_\_\_ **Alcohol - Tasting / Sales** – Provide a full description & product list.

\_\_\_\_\_ **Other – Please Describe** \_\_\_\_\_

\_\_\_\_\_ **Food Truck / Service**      \_\_\_\_\_ **Truck**      **Dimensions** \_\_\_\_\_

\_\_\_\_\_ **Artisans**      \_\_\_\_\_ **Trailer**      **Dimensions** \_\_\_\_\_

\_\_\_\_\_ **Cart**      **Dimensions** \_\_\_\_\_

**PRODUCT LIST-** All vendors must attach a complete list of products or menu items (Food Trucks) for this to be a valid application for the market. Please contact Lorene Laurence with any questions – 586-872-0631

**SET UP**

Please provide a brief description of your booth arrangement and size requirements below to help in assigning spaces. Describe table set ups, etc. Artisans and Crafters that have not participated in DPFM in previous years must submit photos of work and set up at other markets or craft shows to be considered. This does not guarantee you will receive exactly what you would like, but will aid us in best meeting the market and vendor needs.

Please indicate the number of spaces needed \_\_\_\_\_

Do you require electricity? Yes \_\_\_\_\_ No \_\_\_\_\_ Please describe electric needs and devices used \_\_\_\_\_

**Full Season:** Total of 17 weeks - Thursdays, June 2 – September 29, 2022. Market hours are 3 - 8:00 p.m. weekly.

**FEES:**

**Daily Vendor:** Per Thursday- \$25/Pavilion space 10' X 10' (\$7 added for electricity).

Circle dates of attendance you would like to attend: Circling dates does not guarantee your acceptance on those days.

June	2	9	16	23	30
July	7	14	21		
August	4	11	18	25	
September	1	8	15	22	29

<b><u>Check Only One</u></b>	
_____	Prepaid Full Season Vendor (17 Dates) = \$345
_____	Prepaid Full Season Vendor w/electricity (17 Dates) = \$464
_____	Daily Vendor = \$25/Day
_____	Daily Vendor w/electricity = \$32/Day
_____	Daily Food Truck Vendor = \$75/Day

**THREE (3) DAYS REFUNDABLE STALL SPACE FEE IS REQUIRED FOR ANY NON-FOOD TRUCK VENDOR AT TIME OF REGISTRATION AND MUST ACCOMPANY APPLICATION FORM.**

**A 'NO SHOW' OR CANCELATION OF LESS THAN 48 HOURS PRIOR TO MARKET DAY WILL BE CHARGED THE \$25 STALL SPACE FEE. NO EXCEPTIONS WILL BE MADE. AFTER THREE (3) NO SHOWS, MARKET MANAGEMENT RESERVES THE RIGHT TO REMOVE VENDOR FROM MARKET.**

**MANAGEMENT RESERVES THE RIGHT TO CANCEL THE MARKET DUE TO INCLEMENT WEATHER (HIGH WINDS, EXCESSIVE RAIN, LIGHTNING AND THUNDERSTORMS). NO REFUNDS WILL BE GIVEN IN THE EVENT OF A WEATHER CANCELATION.**

# **AGREEMENT TO RELEASE, INDEMNIFY AND HOLD THE CITY OF STERLING HEIGHTS HARMLESS FROM LIABILITY**

In consideration of and as a condition of approval to participate in the 2022 City of Sterling Heights Dodge Park Farmers Market, vendor agrees as follows:

Vendor agrees to release from liability and not to sue the city of Sterling Heights, it's elected and appointed officials, employees, agents, and volunteers for any losses, costs, expenses (including attorneys' fees), damages, liabilities, or claims arising out of injuries to persons or property during the Sterling Heights Dodge Park Farmers Market, except for damages caused by or resulting from the city's sole negligence.

Vendor agrees to the fullest extent permitted by law to indemnify and hold the city of Sterling Heights, its elected and appointed officials, employees, agents, and volunteers harmless against any losses, costs, expenses (including attorneys' fees), damages, liabilities, or claims whether groundless or not, arising out of bodily injury, sickness, or disease, including death resulting at any time there from, which may be sustained or claimed by any person or persons, or damages to any property, (including the loss of use thereof) based on any act or omission, negligent or otherwise, of vendor or anyone else acting on its behalf, relating to any activity associated with the Sterling Heights Dodge Park Farmers Market, except that vendor shall not be responsible for indemnification to the city for damages caused by or resulting from the city's sole negligence; and vendor shall at its own cost and expense, defend any such claim and any suit, action or proceeding which may be commenced hereunder and vendor shall pay any and all judgments which may be recovered in any suit, action or proceeding and any and all expenses, including but not limited to costs, attorneys' fees and settlement expenses as they relate in any way to any activity associated with the Sterling Heights Dodge Park Farmers Market.

The risks of injury and illness (ex: communicable diseases such as MRSA, influenza, and COVID-19) to myself or my child from the use of the Sterling Heights Community Center, Senior Center, Nature Center and its amenities are significant, including the potential for permanent disability and death, and while particular rules, equipment, and personal discipline may reduce these risks, the risks of serious injury and illness do exist; and, in consideration of the City of Sterling Heights, City of Sterling Heights Department of Parks and Recreation ("City") allowing me and/or my child or ward access to and use of the Community Center, Senior Center, Nature Center, and its amenities, I for myself, spouse, and child or ward agree to:

- (A) Assume all risks of injury and property damage and accept all responsibility in case of accidents, injury or death;
- (B) RELEASE AND HOLD HARMLESS AND AGREE NOT TO SUE the City, its employees, and elected or appointed officials, for any claim, damages, costs or cause of action which I may have or suffer or may in the future have or suffer as a result of any accident, injury including death or damages sustained or incurred while accessing or using the Community Center, Senior Center, Nature Center and its amenities, even if arising from their negligence, to the fullest extent permitted by law; and,
- (C) agree to indemnify, defend ,and hold harmless the City, its elected and appointed officials, and employees from any and all claims for injuries, damages or loss, of any kind whatsoever arising in any way in connection with my access to and use of the Community Center, Senior Center, and its amenities.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

<b><u>Office Use Only</u></b>
Date Application Received: _____
Date Application Approved: _____

**2022 STERLING HEIGHTS DODGE PARK FARMERS MARKET AGREEMENT:**

I, \_\_\_\_\_, request permission to sell at the Dodge Park Farmers Market. I have read and agree to abide by Dodge Park Farmers Market Rules and Regulations as well as all laws, codes, and regulations to cooperate with Market Management and to pay the required stall fee. I understand that this application relates only to the products listed herein and that any further products will require another application. Unless otherwise specified in Dodge Park Farmers Market Rules and Regulations, any violations, of this agreement may result in suspension or termination from the Market at the discretion of the Market Management. Market rules are subject to change at any time for any reason, with seven day notice given to current market vendors before they take effect. I understand that market assignments may not be transferred to any other party. I certify that the products above are produced in accordance with all county, state and federal laws and grown or produced by myself unless otherwise noted. I agree that the products above may be deleted at any time from my list of above products and/or menu by Market Management, at its sole discretion, and for any reason, with seven (7) days' notice. I have read and am fully aware of the Dodge Park Farmers Market rules.

I have read and am fully aware of the Dodge Park Farmers Market rules. I agree that if I do not provide the Dodge Park Farmers Market with a minimum of 48 hour notice prior to market day, I will pay the \$25 no-show / cancelation fee from my stall space fee. I hereby agree to comply with these rules and regulations, and all other Federal, State, and local regulations that apply, knowing full well that I will forfeit my right to sell at the Dodge Park Farmers Market if I am found in noncompliance.

*Duration of the Agreement:* This agreement applies to the 2022 DPFM season (June 2, 2022 - September 29, 2022) and in no way implies acceptance in the future.

Would you be willing to give city employees a discount on goods sold? \_\_\_\_\_ Yes \_\_\_\_\_ No

Would you be willing to give senior citizens a discount on goods sold? \_\_\_\_\_ Yes \_\_\_\_\_ No

We often receive phone calls from the press or potential customers. May we give them your name and phone number? \_\_\_\_\_ Yes \_\_\_\_\_ No

May we use your photo/image for marketing/advertising purposes?

\_\_\_\_\_ Yes \_\_\_\_\_ No

Farm/Business Name: \_\_\_\_\_

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

**All forms must be completed in their entirety to be considered for market acceptance and must include stall space fee payment.**

Sterling Heights Dodge Park Farmers Market

Lorene Laurence

Market Master

586-872-0631

[dodgeparkfarmersmarket@gmail.com](mailto:dodgeparkfarmersmarket@gmail.com)

Troy Nowotny

Recreation Supervisor

586-446-2701

[tnowotny@sterling-heights.net](mailto:tnowotny@sterling-heights.net)

**Please return all required forms to:**

Sterling Heights Parks and Recreation

40555 Utica Road

Sterling Heights, MI 48313

# **Vendor Rules and Regulations**

## **LICENSES, PERMITS, & CERTIFICATIONS:**

Vendors are responsible for complying with local, state, and federal requirements governing the sale and production of their products, and for acquiring the necessary permits and licenses. Vendors are required to provide the City of Sterling Heights with copies of all relevant licenses, certifications, and permits prior to participation in market.

## **Location of Operation:**

We will meet at Dodge Park located at 40620 Utica Road, Sterling Heights, MI 48313.

## **Statement of Purpose:**

The Dodge Park Farmers Market (DPFM or the Market) has been created to establish a seasonal market for the City of Sterling Heights and surrounding communities.

- ◆ To bring people together in a community activity
- ◆ To strengthen and support local farmers/producers
- ◆ To support local entrepreneurs and small businesses
- ◆ To encourage healthy eating habits

**Non-exclusivity agreement:** Dodge Park Farmers Market Management will do everything in its power to preserve the value of the market and its vendors. Market management will not reserve exclusivity to any vendor selling any particular ware. Evaluations will be made based upon the foot traffic of each market day and the number of vendors selling a certain item or items as to whether another vendor can be sustained by the market. Market management still reserves the right to approve products based upon the criteria in the Who Can Sell section below.

## **Who Can Sell?**

All sellers must be approved by Market Management. Selling of products not approved by Market Management will not be permitted. Any approved products may be removed from the list of above products and/or menu by Market Management, at its sole discretion, and for any reason, with seven days' notice. Used items are not permitted to be sold at the market; this is not a flea market.

## **Carrying:**

Carrying is defined as bringing to market and selling goods that were produced by someone other than the registered vendor. Carrying is permitted for this reason: to allow growers the freedom to send a family member, friend, or employee to sell their goods or another's goods. This allows a small grower to sign up for multiple markets within the same growing season. No wholesale or resale of goods obtained from other areas is permitted. Vendors who are carrying must submit contact information (addresses, phone numbers, etc.) for the growers of goods they are carrying to the market management team for verification and approval.

## What Can Be Sold?

Raw agricultural products: fruits, vegetables, grains, spice.

- ◆ Value Added Agricultural Products: admitted only with approval. They include raw agricultural products grown by the seller that have been processed: meat, poultry, cheese, dairy, eggs, baked goods, soaps, beeswax, juice, cider, honey, syrup, vinegar, jams, pastas, oils, chocolates, and sauces.
- ◆ Alcoholic products as approved by The State of Michigan.
- ◆ Non Food Items: i.e. Pottery, garden related items, sculptures, and birdfeeders produced by the vendor. Pictures and/or portfolios are required for admission of non-food items. Market Management will notify you of your acceptance after products have been juried.
- ◆ Who Can Sell? Buying and selling of wholesale items is not permitted unless specifically permitted by Market Management. Market Management has sole discretionary privilege to determine any exceptions that will be made to this rule.

## Growing Certifications:

- ◆ Vendors who have growing certifications are encouraged to post their certifications for customers to see. For example, if you are certified organic, certified Naturally Grown, or any other certifying agencies, we recommend you advertise accordingly. The Market Management will expect to see proof of certification from any vendor who claims to hold growing certifications and reserve the right to pull any signage that is not in accordance with your growing methods.

## Set Up and Takedown/Product Display & Appearance:

- ◆ Vendors are responsible for their own booths. Doors will be open at 1 p.m. for vendors to get their equipment/product inside. **You must unload all your materials, supplies, product, etc. and then immediately move your vehicle to the designated parking lot located across the street at the court house. You may NOT set up while your vehicle is in the loading dock area. No exceptions will be made to this rule. Handicapped parking will be designated as needed.**
- ◆ Tear down begins at the close of Market – 8 p.m. **NO EARLY TEAR DOWN PERMITTED.**
- ◆ **IT IS EACH VENDORS RESPONSIBILITY TO CLEAN UP THEIR SPACE. PLEASE HAVE NECESSARY EQUIPMENT, BROOMS, DUSTPANS, ETC. WITH YOU. IF MANAGEMENT MUST CLEAN YOUR SPACE THERE WILL BE A \$25 CHARGE TO YOU. NO EXCEPTIONS WILL BE MADE TO THIS RULE!**
- ◆ Vehicles may be brought in starting at 8 p.m. with the same considerations for other vendors as in set-up.
- ◆ **Tablecloths MUST be used!** It gives the vendor a much more polished appearance and will give the entire market a more distinguished atmosphere. Displays must be neat and orderly at all times. Our goal is to be an upscale market.
- ◆ Food items shall be displayed on a table or bench. Any food items placed on the floor or ground must be enclosed in a container, i.e. baskets, boxes, crates, etc.
- ◆ Each vendor must display something in a clear manner to let customers know who they are and where their business is located.

## Set Up and Takedown/Product Display & Appearance (Cont.):

- ◆ All products must meet Michigan Department of Agriculture packaging and labeling standards.
- ◆ NO food or drink samples can be given away at the market without meeting Macomb County Health Department regulations.
- ◆ Displays cannot block nearby spaces or create a hazardous condition. Items shall remain within the lines of the space rented.

- ◆ Market Management reserves the right to ask a vendor to leave if products and/or displays are not appropriate to the market.
- ◆ All vendors must supply their own equipment, {tents (flame-retardant tents ONLY), tables, chairs, signage, etc.}
- ◆ Market will be opened to the public for business at 3 p.m.
- ◆ **Flags and other vertical signage will not be allowed at the market. Banners and horizontal signage will be allowed as long as it stays within your vendor space, does not hinder any walkway and will not cause any damage to the farmer's market structure. Market Management may ask vendors to put away signage that violates this rule.**
- ◆ **Tents will not be allowed for any vendor whose space lies underneath the pavilion for any circumstance.**
- ◆ **Any vendor that operates with an open grill or fryer that could cause damage or splatter onto the surrounding pavement will be required to have a protective covering under their equipment extending at least 3 feet on all sides to protect underlying pavement. This is done to protect the ground and surrounding paved areas.**
  - **Any vendor that leaves stains that would require professional servicing to clean will be billed by the parks and recreation department for the cost of the cleanup.**

### Weather Cancellation Policy

- ◆ All markets will take place under the Farmers Market Pavilion. There will be no cancellations due to weather under any circumstance unless a state of emergency is declared (Tornado, Extreme Winds Etc...).

### Grievance Procedure:

- ◆ Step A: If a problem arises with the policies of the market or with another vendor, a meeting will be arranged with the Market Master, Recreation Supervisor, and affected vendor(s) to resolve the issue.
- ◆ Step B: If Step A does not resolve the issue, Market Management has the right to terminate any and all vendors involved if situation deems necessary. No monetary refund will be made to terminated vendor(s) if this is a result.
- ◆ Market Management has the right, if necessary, to amend these rules and regulations as it deems necessary.

### Vendor Requirements:

- ◆ A copy of the vendor's Michigan State Retail Tax License. State Law requires that we must verify the retail tax license number of every person selling at the Farmer's Market.
  - A copy of all MDARD licenses required to sell.
- ◆ A completed 2022 Season Application form to DPFM.
- ◆ A completed Agreement of Compliance form.

### General Rules:

- ◆ Pets are allowed in the market, as long as they follow all City leash laws.
- ◆ No alcoholic beverages permitted without proper authorization from market management.
- ◆ The use of televisions or stereo systems is prohibited.
- ◆ Use of abusive language will not be tolerated on the market grounds. The DPFM Management will determine what is abusive and reserves the right to enforce this rule as it deems fit.
- ◆ All vendors must park in designated parking areas.

- ◆ No one may sell or attempt to sell any merchandise on the market grounds without the express permissions of Market Management.
- ◆ Property Owners/Lessees, the City of Sterling Heights, or its employees assume no responsibility and are 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.
- ◆ Vendors are expected to stay for the duration of the market day even when attendance is low and the weather is bad, unless specifically allowed by DPFM Management.
- ◆ Violation of the signed Vendor Agreement/Application of Market Rules and Regulations or refusal or failure to submit or display valid copies of appropriated product licensure will result in termination of market membership with no monetary refund being expected.