



City of Sterling Heights

Vendor Contract and Application

2019 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- Please provide a complete list of products using a separate sheet of paper.

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 15 weeks- Thursdays, June 6 – September 26, 2019. Market hours are 3-8 p.m. weekly.

FEES:

Outdoor Space 10' X 10' with no electricity - \$324 (savings of \$36 by reserving the whole season up front)

Outdoor space 10' x 10' with electricity - \$391 (savings of \$44 by reserving the whole season up front)

Daily Vendor: Per Thursday- \$24/Outdoor Space 10' X 10' (\$5 added for electricity).

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

Check Only One

June	6	13	20	27
July	11	18		
August	1	8	15	22 29
September	5	12	19	26

___ Prepaid Full Season Vendor = \$324

___ Prepaid Full Season Vendor w/electricity = \$391

___ Daily Vendor - \$24 + \$72 Ref. Stall Fee = \$96

___ Daily Vendor w/electricity - \$29 + \$72 Ref. Stall Fee = \$101

THREE (3) DAYS REFUNDABLE STALL SPACE FEE IS REQUIRED AT TIME OF REGISTRATION AND MUST ACCOMPANY APPLICATION FORM.

A 'NO SHOW' OR CANCELATION OF LESS THAN 48 HOURS WILL BE CHARGED THE \$24/\$29 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, ACCESSIVE RAIN, LIGHTNING AND THUNDERSTORMS). NO REFUNDS WILL BE GIVEN IN THE EVENT OF A WEATHER CANCELLATION.

**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 2019 City of Sterling Heights Dodge Park Farmers Market, vendor agrees as follows:

- A. Vendor agrees to release from liability and not to sue the city of Sterling Heights, its 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.
- B. 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.

Name: _____

Signature: _____

Dated: _____

Office Use Only	
Application Received:	_____
Application Approval Date:	_____ Initial: _____
Input Date:	_____ Initial: _____
Invoiced On:	_____
Payment Received:	_____

2019 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 7 days' 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 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 hours' notice from 8 am of the scheduled 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 2019 DPFM season (June 6, 2019 thru September 26, 2019) 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.

Sterling Heights Dodge Park Farmers Market

Troy Nowotny

Recreation Supervisor

586-446-2701

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

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 7 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. A maximum of 50% of goods being sold may be from a producer other than the registered vendor on each market day.

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.

Sampling:

We do encourage sampling if prepared in accordance with the Macomb County Health Department regulations. Please let Market Management know the days you plan to do special sampling.

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. 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 signage may not exceed the height of 10 feet tall to be allowed to be displayed under the Market Pavilion. 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.**

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 completed 2019 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.