

**New Baltimore Farmers Market  
2018 Direct Sales Rep. Application**

*Our Market Accepts the Michigan Bridge Card (SNAP) & Double Up Food Bucks*



**\*NOTE: FEES ARE NON-REFUNDABLE & WILL BE APPLIED TO ATTENDANCE COSTS ONLY**

Booth/Business Name: \_\_\_\_\_  
 Representative Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Preferred Phone \_\_\_\_\_ Alt. Phone \_\_\_\_\_  
 Email Address: \_\_\_\_\_ Website: \_\_\_\_\_  
 Emergency Contact Name: \_\_\_\_\_ Phone Number \_\_\_\_\_

**STALL RENTAL INFORMATION**

\_\_\_\_\_ RETURNING or \_\_\_\_\_ NEW PARTICIPANT

\_\_\_\_\_ # of 10-foot spaces requested

**PARTICIPATION REQUEST - CHECK ONE:**

- \_\_\_\_\_ Weekly 1-8 Markets (\$40/space/week)  
 \_\_\_\_\_ Special Events Only (9 Markets \$324/space\*)  
 \_\_\_\_\_ Seasonal Participant (24 Markets \$720/space\*)

*\*Fees to be Paid by April 1<sup>st</sup> for Special Event & Seasonal Participants  
(payment arrangements by special approval of the Market Manager)*

**OFFICE USE ONLY**

Cash: \_\_\_\_\_ Check # \_\_\_\_\_  
 DATE RECEIVED: \_\_\_\_\_  
 \_\_\_\_\_ APPROVED AS SUBMITTED  
 \_\_\_\_\_ APPROVED WITH CONDITIONS  
 \_\_\_\_\_ ACKNOWLEDGEMENT SIGNED  
 \_\_\_\_\_ PHOTO RELEASE SIGNED  
 \_\_\_\_\_ WAIVER SIGNED  
 \_\_\_\_\_ SENT REPLY  
 NOTE: \_\_\_\_\_

**Check Your Category CHECK ALL THAT APPLY (See Attached for product listing REQUIRED):**

\_\_\_\_\_ Jewelry \_\_\_\_\_ Apparel \_\_\_\_\_ Other: \_\_\_\_\_  
 \_\_\_\_\_ Food Related \_\_\_\_\_ Accessories \_\_\_\_\_  
 \_\_\_\_\_ Personal Care Products \_\_\_\_\_ Self Defense \_\_\_\_\_  
 \_\_\_\_\_ Health & Wellness Supplements \_\_\_\_\_ Children's Products \_\_\_\_\_  
 \_\_\_\_\_ Candles (and related) \_\_\_\_\_

*Representatives Approved will be given a space in 'Retail Row' (a designated area in the market layout)*

**The Market is Open Sundays from 8 am-1pm \*Acceptance will be based upon vendor/product mix and availability and will be sent via email\* If 'Retail Row' has to be canceled on your approved date, you will be offered a substitute date choices. Refunds will be granted upon special approval from the Board.**

**PLEASE NOTE IN CALENDAR BELOW THE DATE(S) YOU ARE INTERESTED IN ATTENDING**

May	June	July	Aug	Sept	Oct
6 OPENING DAY	3	1	5 Corn Roast	2 Art on the Bay	7 Harvest Festival
13	10	8	12	9 Grandparent / Senior Day	14
20	17 Street Fair Market	15	19	16	21 Vendor Blowout / Final market
27 SPRING INTO SUMMER! DAY	24 NO MARKET (bay rama)	22 BIRTHDAY MARKET	26	23 Kids & Family Day	
		29		30	

**PLEASE COMPLETELY DESCRIBE ALL PRODUCTS THAT WILL BE ON YOUR TABLE...INCLUDE FLYERS, ADVERTISEMENTS, HANDOUTS, PICTURES, MENUS, ETC. IF POSSIBLE**

Product(s) Description:

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Additional Notes/Comments:

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**PLEASE read ALL of the FOLLOWING information THOROUGHLY:**

Direct Sales Representatives may apply to occupy a space in 'Retail Row' designated area of the market. DS Representatives may indicate date(s) of attendance request upon submitting this application with payment no later than April 1<sup>st</sup>. Those applying for 1-8 market dates must include \$40.00 for each date selected to guarantee reservation. You may request to add on other dates throughout the season. Payment for added dates will be collected on pre-paid basis. ALL Direct Sales Spaces MUST BE pre-paid at least one week before attendance at weekly market or will not be able to attend.

Direct Sales Representatives are Scheduled First-Come, First Serve as Payments are received with applications on a Date Requested Basis. All consideration will be given to ensure that representatives are able to participate. If your requested date(s) are not available upon receipt of your application/payment, you will be notified and given a choice(s) of substitute dates where possible.

**\*Upon Attendance Approval, Fees are Non-Refundable and applied to attendance. If Attendance cannot be approved for Date(s) Requested and Substitute Dates cannot be Scheduled, Fee(s) will be returned.**

*Please contact Market Manager for questions or further information at [marketmanager@newbaltimorefarmersmarket.com](mailto:marketmanager@newbaltimorefarmersmarket.com)*

In completing/signing below, I understand the above-noted information and agree to abide as it is stated:

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

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

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

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

# ACKNOWLEDGEMENT AND RECEIPT OF MARKET RULES



## PLEASE RETURN THIS FORM WITH APPLICATION

I acknowledge that I have been given a copy of the New Baltimore Farmers Market Rules & Regulations, have read and agree to abide by these regulations as stated. I also agree to hold harmless from legal or financial liability the New Baltimore Farmers Market.

Booth/Business Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Printed Name \_\_\_\_\_

Date \_\_\_\_\_

Mail application to:

New Baltimore Farmers Market  
P. O. Box 116  
New Baltimore, MI 48047

*Applicants will be notified of their acceptance and spaces as applications are reviewed.*

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## **PHOTO RELEASE AUTHORIZATION**

The New Baltimore Farmers Market will, from time to time, have an on-site photographer, as well as local and regional professional media outlets at the market to help promote the market. Photos may be taken with or without knowledge of the subject, depending on the situation. While we will make every attempt to get permission for participation in a photograph from those subjects depicted, this written authorization gives the market permission to utilize any and all photos taken at the market for publicity and advertising purposes. By signing below, you acknowledge that photos taken at or around your booth are acceptable and will be allowed.

Booth/Business Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Printed Name \_\_\_\_\_

Date \_\_\_\_\_

CHECK ONE:

\_\_\_\_\_ My business and booth/stall employees AGREE to be photographed

\_\_\_\_\_ DO NOT PHOTOGRAPH OUR BOOHT/BUSINESS OR EMPLOYEES

**PLEASE RETURN THIS FORM WITH APPLICATION**



New Baltimore Farmers Market

**2018 :Liability Waiver Form**

I acknowledge that I have been given a copy of the New Baltimore Farmers Market Rules & Regulations, have read and agree to abide by these regulations as stated, including the Release & Indemnity Clause. I also agree to hold harmless from legal or financial liability the New Baltimore Farmers Market

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
City / State / Zip

**Release & Indemnity Clause**

**2018**

I agree to indemnify and hold harmless the New Baltimore Farmers Market, and the directors, officers, employees, agents, attorneys, and volunteers of these entities from all claims, causes of action, liability, judgments, obligations, or costs of any nature whatsoever, including but not limited to costs and attorney fees, in connection with any such claims or the like made by or on behalf of any individual and/or entity and/or the individual's and/or entity's spouse, children, heirs, assigns, insurers, guarantors, officers, directors, agents, or persons or entities claiming by or through an individual and/or entity.

By signing below I, both on behalf of my business, if any, and individually:

- (1) acknowledge that I have read and understand the New Baltimore Farmers Market Rules and Regulations;
- (2) agree to be bound by and comply with the New Baltimore Farmers Market Rules and Regulations;
- (3) acknowledge that I have read and understand the Release and Indemnity clause in the Application; and
- (4) agree to be bound by and comply with the Release and Indemnity clause in the Application.

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

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Name & Title)

\_\_\_\_\_  
(Vendor, individually)

**PLEASE RETURN THIS FORM WITH APPLICATION**

**New Baltimore Farmers Market**  
**2018 Market Rules & Regulations**

Sundays – 9 am till 2 pm  
May thru October

**VENDOR COPY-  
PLEASE RETAIN**  
contact info contained on this page



**Our Mission Statement:**

*The New Baltimore Farmers Market is a community driven project whose purpose is to provide a link to local foods, farmers, and artisans, with supportive access to fresh foods for all consumers, while educating, sharing and encouraging the health and economic benefits of local foods, entrepreneurship, and activities with partnerships and volunteers from the Macomb/ St. Clair County areas.*

**YOUR 2018 MARKET MANAGER (MM) IS DEBRA WILLIAMS. HER PHONE # IS 586-215-7484**

**EMAIL: [marketmanager@newbaltimorefarmersmarket.com](mailto:marketmanager@newbaltimorefarmersmarket.com)**

**NOTE: VENDOR FORUM MARCH 27 2018 @ MacDonald Library DOORS OPEN at 4:30 MEETING at 6:15**

**1. HOURS OF OPERATION/ LOCATION:**

- Sundays only from 9:00 a.m. to 2:00 p.m.
- Located in downtown New Baltimore: Washington / Front Streets. Contact MM for exact location.
- Vendors must be set up and ready to sell by 8:45 a.m. Any vendor not in place by 8:30 a.m. may forfeit the reserved space for the day. No vehicles will be allowed on the market after 8:30 for any reason.
- Vendors are required to stay during the entire time the Market is open unless completely sold out, at which time the vendor may leave with the permission of the Market Manager.
- In the case of inclement weather, the Market Manager will make the determination regarding closing the entire Market early.
- As the NBFM has reserved the market site until 3pm, it is allowable for vendors to stay past the market official close time of 2:00pm to complete sales. All sales must be completed and the area vacated by 3:00 p.m. Each vendor will be responsible for cleaning up their booth area each week when market closes. Leaving a messy area may result in being asked not to return to the market. THE MM, SNAP DESK WILL NOT BE AVAILABLE AFTER 2:00pm.

**2. PAYMENT POLICY**

- THE MARKET EXPECTS PAYMENT ONE WEEK IN ADVANCE. THE MM WILL BE COLLECTING THE \$20 STALL FEES EACH MARKET DAY FOR THE NEXT WEEK. ADVANCE PAYMENTS ARE WELCOME AND ENCOURAGED FOR THOSE VENDORS WHO SELECT MULTIPLE DAYS.
- Fees paid ahead for a market date will be forfeited if that date is not attended. The vendor will be required to pay ahead (catch up) and will owe \$40 at the next market attended.

**3. ITEMS TO BE SOLD:**

- What Is Our Criteria? Homegrown! – Handmade!  
Homegrown can be locally or Michigan grown produce, plants and flowers. Homemade would mean no flea market or garage sale items. *Manufactured or factory made items may be considered under the Direct Sale Application (which is a separate application) \*\*\* Michigan grown is defined as items grown in Michigan, not purchased in Michigan and grown elsewhere.*
- To encourage the growing and selling of local farm products, the Market Board has determined that our vendors must grow 75% of what they sell but can be a reseller for up to 25% of the products in their stall on a given market day. To add diversity to the market, exceptions may be given for unique products with the approval of the Market Board. If there is any other valid reason to do reselling in any other capacity, this must be discussed with and approved by the Market Board.
- Cottage Food Items may include baked goods, some candy snacks, jams, jellies, dry mixes, granola, and vinegars. All items to be sold must be labeled according to Michigan Cottage Food Law –visit the MDA site: [www.michigan.gov/cottagefood](http://www.michigan.gov/cottagefood) or contact MM for details. **We require all Cottage Food vendors to provide proof of food safety training: ServSafe Certification OR MSUE online video ([http://msue.anr.msu.edu/program/cottage\\_food\\_law/michigan\\_cottage\\_food\\_law\\_online\\_training](http://msue.anr.msu.edu/program/cottage_food_law/michigan_cottage_food_law_online_training) )**  
**Contact the MM with questions.**

- ALL Processed /Packaged /Value Added Foods must comply US Department of Agriculture Food Safety Regulations regarding food processing and handling. For more info, please visit their website at: [www.usda.gov](http://www.usda.gov).
- Prepared food for onsite consumption must comply with Macomb County Health Dept Temporary Food establishment licensing rules. For more info, Please visit their website at: <http://health.macombgov.org/Health-Programs-EnvironmentalHealth-FoodService-FoodLicensing>
- All items sold at the Farmers Market are subject to approval by the New Baltimore Farmers Market Board.

#### 4. VENDOR SPACES:

- Vendor spaces will be approximately 10 feet in size. Booth space will be assigned based on vendor history of involvement in New Baltimore Farmers Market. Seasonal vendors will keep the same space(s) throughout the market season. If for some reason a seasonal vendor cannot attend for a week, the MM has the option of filling that booth space (temporarily) with a weekly vendor. Seasonal vendors who are not able to occupy their space(s) must notify the MM 48 hours prior to Market day. Repeated offenses may result in loss of space(s) or reassignment of space(s) at the discretion of the Market Board. Changes in plans or seasonal use of vendor space(s) must be reported to the MM.
- While the MM will work with vendors to accommodate their needs and desires, weekly vendors cannot be guaranteed the same space every week. Seasonal vendor status is encouraged.

#### 5. VENDOR REQUIREMENTS:

- **A New Baltimore Farmers Market Application, Acknowledgment Form, application signed and complete, and copies of applicable licenses.**
- All vendors are responsible for their own sales tax license and permits required by the local, state and federal governments and will abide by all Michigan laws.
- Participating vendors are strongly encouraged to carry liability insurance for their market business. Vendors must comply with all rules applicable to the products they sell, such as having necessary food processing licenses. Vendors must also agree to hold harmless from legal or financial liability The New Baltimore Farmers Market.
- Any farmer/vendor which is advertising a claim (ie, *certified organic*) MUST submit evidence and certifications to the market before selling any items under this claim.
- These requirements must be met before an application for permission to sell can be approved.

#### 6. DISPLAY OF GOODS AND PRODUCE:

- Displays must be neat and orderly at all times. Food must be fresh and appealing for sale.
- Food items shall be displayed on a table or bench. Any food item placed on the sidewalk or ground must be enclosed in a container, i.e. box, basket, etc.
- All vendors must comply with state and local guidelines for handling and storing food.
- Pre-packaged and prepared items must comply with current labeling laws.
- Displays shall not block the view of nearby spaces or create hazardous conditions to neighboring vendors. Items shall be contained within the lines of the space rented.
- All vendors must supply their own equipment, i.e. tables, chairs, awnings, brooms.
- All canopies and tents must be firmly weighted. Each vendor is responsible for damages incurred due to fly-aways of their display, canopy, inventory or covering.
- Electrical devices or utilities are not provided at the Market.
- Cooking of food items on Market premises without prior approval is prohibited.
- Food sampling must be done with adherence to MDARD and Health Department Requirements - All vendors offering food samples must realize that they are responsible for the safety of the food samples being offered. The vendors offering samples must take precautions to make certain that food samples are handled and displayed properly to prevent contamination.

## **7. PARKING:**

- Vehicles should only be parked in the designated gravel parking lot behind the “old Police Station”. Vendors are not allowed to park along Washington in front of the market or in the Library parking lot.
- Public parking is available on the street and in the Library lot for customers and primary consideration is given to customer parking.
- Customers are **NOT** allowed to drive into the Market to pick up items.
- Vehicles may drive onto the market area for loading and unloading only, and may not drive onto the market area during hours of operation without prior approval from the market manager. Vendor vehicles must be removed from market no later than 8:45. Any vendor arriving late will have to cart goods from their vehicle to their stall.

## **8. VENDOR SIGNAGE :**

- Vendors are encouraged to provide a Farmers Market display sign, which should be clean, legible and appropriately displayed. The sign should list the name of the business as well as the location (city/village, etc.) of the farm or business.
- The display sign should be mounted in a prominent location at the vendors stand.
- We encourage the vendors to use additional signage to advertise their growing practices as a selling point to their customers (ie, pesticide-free, 100% home-grown, etc)
- We prefer that vendors clearly display the prices of their goods clearly for the public to see.

## **9. REFUSE:**

- Each vendor must remove all waste and refuse from the Market space before leaving the Market. All boxes, bags, containers and other refuse shall not be left on site at the close of the day.
- Upon closing of the Market day, each vendor is responsible for leaving spaces cleaned.
- The refuse containers (including large metal receptacles) provided at the Market are for Market customer use only. Permission must be granted by the market manager for any vendor to leave large refuse in any market container.

## **10. MISCELLANEOUS**

- Solicitations are not permitted on Market walkways. No political activity is permitted.
- No alcoholic liquor shall be consumed in the public streets or Farmers’ Market public lot according to City of New Baltimore ordinance.
- Bicycles are not permitted on Market walkways. Bike racks are located near the Market for the customer’s convenience.
- Vendors may not bring / have pets at the Market, for sanitary reasons.
- Vendors will not smoke in or near stalls in the market area.
- The NBFM board reserves the right to restrict the use of our logo. Please contact MM for an official copy.

## **11. ENFORCEMENT OF RULES:**

- Market vendors must conform to the Market rules at all times.
- The Market Manager has authority to enforce all rules.
- The Market Manager reserves the right to reject a vendor application if, in the Market Manager’s judgment, the goods and produce are not compatible with the overall concept of the Market. Vendors will be expected to act in a professional and courteous manner.
- All fees are non-refundable even if the vendor does not attend on a scheduled Market day. This includes any early closing of the Market due to inclement weather, any other unforeseen emergency situation or irresolvable issues.
- Any disputes must be presented in writing to the Market Manager by utilizing a grievance form (contained within these rules).
- Failure to follow policies, regulations, rules and decisions of the New Baltimore Farmers Market and Market Manager will result in immediate and permanent removal from the Market with no refund.
- The New Baltimore Farmers Market reserves the right to void contracts at any time for any reason.

**New Baltimore Farmers Market  
Suggestion / Complaint / Grievance Form**



- I would like to make suggestions for the betterment of the market (no fee).
- I would like to report a Farmers' Market rule violation AND AM INCLUDING A CHECK FOR \$25.00. I understand this check will be held by the NBFM until the claim has been verified. If the claim is found to be valid, the check will be returned. If the claim cannot be proven/is not found to be valid, the check will be cashed by the NBFM.

**Please consider and present this issue in the context of the welfare of the market as a whole**

**GENERAL SUGGESTION(S)**

Please share suggestions for the betterment of the New Baltimore Farmers' Market:

How can you help make this idea possible?

Are there costs that may be associated with this suggestion? Who would bear the cost?

**RULE VIOLATION(S) (must be within 8 days with processing FEE INCLUDED)**

Date, time, and location of incident: \_\_\_\_\_

Please list which Farmers' Market Rule(s) is being violated:

Description: (You may use the back of the form if necessary)

Please list names and telephone numbers of witnesses (if applicable). Would you or any of the above witnesses prefer to have your name kept confidential, if possible? \_\_\_yes \_\_\_no

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

Vendor

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

Market Manager

A written response will be given to all named in the complaint within 2 weeks of receipt of the written and signed complaint. This form will be reviewed by the Market Manager and Advisory Committee. Please give this form to the market manager WITH A CHECK FOR \$25.00 or mail to: New Baltimore Farmers Market P.O. Box 116, New Baltimore, MI 4