



Brightmoor Artisans Collective  
Working to create an equitable, sustainable and local economy  
based on healthy locally grown and crafted products.  
22735 Fenkell St. Detroit, MI 48223

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## Brightmoor Artisans Farmers' Market Rules and Regulations 2018 Season

### 1. 2018 Market Calendar

Winter Market February 9th 4:00-7:00pm.

Spring Market May 4th 4:00pm-7:00pm.

Holiday Market December 14th 4:00-7:00pm.

Summer Markets Fridays, June 1st thru October 5th 4:00pm-7:00pm.

### 2. Location of Market

The Market is located on Fenkell and West Parkway, a half mile east of Telegraph Road. The address is 22735 Fenkell, Detroit, Mi 48223.

### 3. Check-In Requirements

Vendors who need to off-load with their vehicle in the market area must arrive to the market no later than 3:00 p.m. As a rule, Vendors are to be set up by 3:30 p.m. for the market opening at 4:00p.m. Vendors who will be late should notify the Market Manager as soon as possible. Due to safety concerns, ALL vehicles MUST be removed from the market area by 3:30 pm. After unloading, all vendors must remove their vehicles from the immediate market-main center parking area. If you are uncertain where to park your vehicle, please confer with the Market Manager. At 3:30 p.m.any unclaimed/unoccupied spaces may be made available for use by other vendors or market participants/guests. Vehicles will not be permitted onsite during market hours without permission of the Market Manager. Vendors are to check in with the Market Manager before the start of each market, no later than 4:00pm.

### 4. Products to be Sold

#### *Produce Vendors:*

No one shall be permitted to sell any produce or product grown by any other parties, other than vendor's family or employees, with the following exceptions:

- (1) A farmer may sell produce grown by a relative who is also a farmer, as long as the produce is identified by a sign, identifying who grew it and where it was grown;
- (2) A farmer may enter into a partnership agreement with a neighboring farmer to sell produce raised by that neighbor, provided that the additional produce is not generally available at the market.

(3) A farmer has received approval from the market manager A farmer may sell Michigan products not produced by them, but associated with their crop. For example, honey obtained from a local beekeeper whose bees would have pollinated their crop. Farmers shall sell at the market only fresh, sound, wholesome produce and products. All food shall be from sources approved or considered satisfactory by the local health officials and the Department of Agriculture, and shall be clean, wholesome, free from spoilage, free from adulteration and misbranding, and safe for human consumption.

*TRANSPARENCY:* Farmers should identify in their signage where their food was grown, how it was grown (pesticides or herbicides used?), and when it was picked (fresher food contains more nutrients).

#### *Foodstuffs Vendors:*

A foodstuffs vendor is any person who is actually engaged in the production of any material(s) made into or used as food. Finished foodstuffs may include (but are not limited to) baked goods, confections, spice mixes, beverages, etc. Any foodstuffs offered for sale in closed packages or sealed containers shall bear an approved label stating the producer's name and address, name of the product, ingredients, and net weight or measure. All labeling of any package or container(s) must comply with the State of Michigan Department of Agriculture, Food Division regulations. All foodstuffs offered for sale must be prepared in an inspected and approved kitchen. All foodstuffs prepared in a home kitchen shall comply with all provisions of the Michigan Cottage Food Law enacted in 2010, including labeling. All foodstuffs items will be accepted at the discretion of BAFM.

#### *Other:*

Items such as jewelry, ceramics, oils, watercolors, photography, metal smithing, iron works, mixed media, dried flowers, wreaths, baskets, garden décor, woodwork, soaps, and clothing are to be offered for sale by the artist/producer of said goods or their designated representative. Reselling is prohibited.

#### 5. 2018 Fee Structure

##### Member\* Rates;

\$5/week. Vendor to submit payment each week before market begins.

\$88/season. Vendor to submit payment with application by due date.

##### Non-member Rates;

\$10/week. Vendor to submit payment each week before market begins.

\$175/season. Vendor to submit payment with application by due date.

\*To become a member, please contact us at [BrightmoorArtisans@gmail.com](mailto:BrightmoorArtisans@gmail.com) for more information.

BAC's Collective Table is only available to members who have paid for the full season.

#### 6. Space Allocation Requirements

Market spaces for producers/growers are allocated in 10'x10' increments.

#### 7. Application for the Market

Official applications to the market will be sent to approved vendors. All interested vendors must submit an application to participate in the Market, your application must be received by the Market Manager no later than April 27th, 2018. After April 27th, 2018, spaces will be filled at the discretion of the Market

Manager. If you are accepted as a full season vendor, you will have a reserved, non-specific space. Daily vendors will be assigned space as is available. Request for specific locations will be considered and will be assigned at the discretion of the Market Manager. On the application, all vendors are required to list items they intend to sell. For Growers/Producers, non-produce items also need to be listed. These items will be reviewed and approved separately prior to start of market season in order to manage product selection and duplication at market. If you are accepted as a full seasonal vendor your payment is due with the application by April 27th, 2018. Payments received later than 30 days from the invoice date are subject to a late penalty \$20. Approved daily vendors are required to pay the \$5.00 daily rate for selling space payable directly to the Market Manager before start of business on market day.

#### 8. Use of Pesticides and Organic Products

Many customers are interested in the use of pesticides and the availability of organic products at the Market. Any question on products will be directed to the specific farmers concerning their agricultural practices. We fully expect vendors to truthfully represent their products and operations.

The Market encourages the certification of organic products by the United States Department of Agriculture Organic Certification Program. Vendors who practice organic agriculture, but are not certified, cannot market their goods as organic. If a vendor is certified, we request a current copy of certification. We do encourage vendors to communicate their agricultural practices with customers and explain the level, types and reasons for their pesticide use. The Market in no way guarantees, warrants, or stipulates that any merchandise offered at the market either for sale or sample is organic.

#### 9. Civic Organizations Participation

Nonprofit, charitable organizations are welcome at the Market, and must fill out a "Get to Know you Form" and be approved by the Market Manager for participation. Once approved, a completed application must be on file. Organizations setting up information and donation-only tables will be allowed to set up free of charge if there is space available. The Market is a public space, not a public forum. Organizations espousing controversial and/or incendiary messages (i.e. political or religious groups) are not allowed.

Organizations selling a product in order to raise funds will be charged a weekly rental fee of \$5, or a seasonal rental fee of \$88. for a 10' x 10'. Determination as to acceptability to participate in the Market will be made by the Market Manager.

#### 10. Rights Reserved by the Market Manager

1. The Market Manager reserves the right to reject a vendor or potential vendor if, in the Market Manager's judgment, the goods and merchandise are not compatible with the overall concept of the market or are inappropriate.
2. The Market Manager reserves the right to immediately deny a vendor the privilege of selling at the market. Reasons may include misrepresentation of products, poor quality of products or produce, non-payment of fees, disorderly conduct or failure to follow the Market Manager's direction.
3. The Market Manager shall have the authority to oversee and enforce the market rules and has the right to refuse a vendor's participation at any time for any reason.
4. Severe weather conditions may arise that affect keeping the market open. At the discretion of the Market Manager, they may suspend operations of the market in such an event. Appropriate announcements will be made from the Market Manager so all vendors are aware of the closure. The Market Manager will alert the vendors if any additional steps are warranted for the safety of the vendors and patrons.

#### 11. Schedule/Cancellation Policy

Market management strongly feels that maintaining a full market helps to build the foundation for success. Commensurately, it is also important for each of the selected vendors at the Brightmoor Artisans Farmers' Market to be aware that together ALL vendors contribute greatly to the customer base consequently helping to maintain the vibrancy, atmosphere and vitality of the market. To that end, consistent attendance by scheduled vendors is crucial. If the occasion arises that a vendor will not be able to attend on their scheduled day(s), notice to the Market Manager is required.

1. Fees are nonrefundable and will be enforced whether or not the vendor shows. This includes any early closing of the market due to inclement weather or any other unforeseen emergency situation.
2. Seasonal Vendors: a 5-day notice (for non-emergencies) is required to allow adequate time for the Market Manager to schedule a replacement. In the cases of an emergency however, contact should be made with the Market Manager as quickly as possible.
3. Accumulating three (3) or more "unscheduled" absences during the market season may result in a loss of future selling dates at the market.
4. The Market Manager maintains a weekly calendar for the entire market season prior to the start of the season. It provides the basis for weekly space mapping and attendance. Vendors are strongly encouraged to review the Market Calendar with the Market Manager. Any discrepancy regarding vendor scheduling will be resolved in favor of the Market Calendar.
5. Daily Vendors who cancel coming to market inside of 48 hours to market start will be subject to a loss of their next scheduled market date if the Market Manager cannot fill the space with a substitute vendor.

#### 12. Vendor Responsibilities

1. All tents onsite are required to have appropriate weights for safety purposes.
2. Vendors are responsible for their own sales taxes, licenses, permits and fees required for operation and will abide by all local, state and federal laws.
3. Food shall be clean, wholesome and safe for human consumption and shall be handled, stored, transported and offered for sale in a sanitary manner.
4. Food products can be cut or opened for displays at the market if properly wrapped, but cannot be sold. Free samples may be given to customers in accordance with state and local regulations. Disposable utensils (i.e., napkins, toothpicks) will be provided and disposed of by the vendor. The Market Manager must approve all sampling procedures.
5. Each vendor is responsible for keeping their own space clean, attractive and contained within their designated area. Failure to maintain space upkeep and cleanliness may result in disciplinary action. Upon closing of the market, spaces are to be cleaned and swept by the vendor. Vendors are responsible for bringing their own equipment/utensils for clean-up. Trash is to be hauled away from the market site by the vendors in containers of their own supply. **On-site receptacles shall not be used for vendor disposal.**
6. Vendors must supply their own sales equipment, tables, tablecloths, chairs, display racks, display signs, bags for customers and money for change. Use of electrical outlets requires Market Manager approval.
7. Table coverings and signage is mandatory
8. Vendors are required to display a license or permit, price list or individual price identification, and signage, of sufficient size, with the vendor's name and location of their farm/business.
9. Vendors are restricted from attracting attention to items for sale by outcries in a loud or annoying, rude or offending manner.

10. Each vendor may set their own prices. Prices should be set in keeping with customer satisfaction and consideration of other market vendors. Undercutting of prices is not permitted.
11. Each vendor is encouraged to provide scales of demonstrative accuracy and price and sell products in an easily understandable manner: by weight or by the bushel, quart, pint or individual piece. Inaccurate or deceptive measurement practices will not be tolerated.
12. Vendors will occupy and attend assigned space for the market's entirety. The expectation of the public is that the market ends at 7:00 p.m. Only the Market Manager or a representative can close the market at any time other than that which is scheduled. Vendors are to end sales at 7:00pm and must vacate the market area by 7:30 p.m. Departure not approved by the Market Manager may result in disciplinary action. Limited pack-up activity will be allowed on-site, but each vendor will maintain a display and availability until 7:00 pm.
13. The Market encourages a team philosophy and a cooperative spirit. Vendors will refrain from criticizing or challenging other vendor's products, displays and pricing. Any questions regarding another vendor's participation must be directed solely to the Market Manager. Failure to comply will lead to suspension and/or dismissal.
14. Vendors, and their employees or representatives, will be required to park vehicles in designated areas only.
15. Smoking on the Market premises is prohibited.

13. City of Detroit Responsibilities

1. If the decision is made to change a market rule during the season in progress, current participating vendors will be given a seven-day notice prior to the new rules taking effect.
2. The Market is not responsible for product liability or the paying of sales taxes by individual vendors. The Market is not held responsible in any way for any loss of vendor property by theft, vandalism, weather or anything outside of the control of the market administrators. Vendors agree to indemnify and hold harmless the City of Detroit and assignees from and against all liability, claims, demands, losses, damages, levies and causes of action or suits of any nature whatsoever, arising out of or related to activities at the Market

THE UNDERSIGNED VENDOR HAS READ THE MARKET RULES AND REGULATIONS, INCLUDING THE INDEMNIFICATION WAIVER, AND INSURANCE PROVISIONS, UNDERSTANDS ALL THE TERMS OF THE AGREEMENT, AND HEREBY AGREES TO ITS TERMS BY SIGNING BELOW.

*Farm/ Business/Non-Profit*

Name \_\_\_\_\_

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

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