

# **RULES AND REGULATIONS FOR THE OPERATION OF THE OAKLAND COUNTY FLEA MARKET**

## **Section 1: Goods for Sale**

The **OAKLAND COUNTY FLEA MARKET** is herein defined to be a County-owned and regulated Flea Market place, together with buildings thereon, for the sale of bric-a-brac, antiques, glass, treasures, books, furniture, or other pre-approved, non-agricultural goods for sale and hereinafter designated the Flea Market. Oakland County will furnish the necessary area and utilities to meet the requirements of all State, County or local laws or regulations with regard to a Flea Market operation. Such utilities consist of heat, lights, water, electricity, and ventilation as required by said laws and regulations.

## **Section 2: Dealer**

The word "Dealer" is herein defined to be any person or persons who are actually engaged in the business of selling Flea Market items at the Market.

## **Section 3: Market Master Responsibility**

The Market Master is responsible for all activities at the Market, including but not limited to the following:

1. Setting days and hours of Market operation.
2. Allocating, assigning and licensing stall spaces to Dealers;
3. Collecting and recording license fees from all Dealers;
4. Inspecting stalls after closing to ensure that Dealers have left area in a neat, clean, and orderly condition;
5. Directing the arrangement of all vehicles on the Market premises or grounds;
6. Maintaining order in the Market and recommending that Dealers be denied the privilege of selling at Market whose conduct is not in accordance with the Market Policies and Rules and Regulations;
7. Informing Dealers on any violations of the Market Rules and Regulations;  
and
8. Performing all related duties to maintain and operate an efficient Market in the best interests of the County, all Dealers, and the general public.

No person at the Market shall refuse to comply with the direction of, or interfere with the rules set by the Market Master or duly appointed agent in carrying out the provisions of these Market Rules and Regulations.

#### **Section 4: Dealer Responsibility**

1. Dealers shall sell on the Flea Market Day only bric-a-brac, antiques, glass, books, furniture or other pre-approved new and used articles. The selling of produce and commodities that could conflict with the regular Oakland County Farmer's Market will be prohibited unless the Dealer's merchandise has been pre-approved by the Market Master.
2. All Dealers are responsible for obtaining and paying for any and all licenses, permits, taxes, etc., which may be required by Federal, State, or local governing bodies in connection with their operation. A current, valid photocopy of the Dealer's State sales tax license must be on file in the Market office.
3. Any Dealer selling "precious metals" must register with the local police department for a "precious metals" license and turn in a photocopy of that license to the Market Master.
4. Any Dealer who fails to submit the required licenses/permits or who is not in compliance with all rules and regulations of said licenses/permits will be denied selling privileges at the Market.
5. All Dealers are required to submit to the Market Master a signed License Agreement. Changes by the Dealer of goods for sale must be promptly reported and pre-approved by the Market Master before changes in sales of merchandise are permitted.
6. Any Dealer who fails to submit a License Agreement will be denied selling privileges at the Market.
7. Dealers must have their stalls completely set up and ready for the opening of the Flea Market.
8. During regular Market hours any additional merchandise brought in/out of the Market by a Dealer must be hand carried or transported on small hand carts in a safe manner as directed by the Market Master.
9. Dealers are not expected to vacate the Market before the official closing time without expressed permission of the Market Master. It is permissible to start to pack up one-half (½) hour prior to official closing.
10. All fire extinguishers located in front of Market stalls and throughout building must be visible and accessible at all times.
11. Any electrical extension cord that is being used must be of an approved type as determined by the fire marshal and must not present a trip-and-fall hazard.
12. Dealers shall not cause litter to accumulate on the premises or create unsanitary conditions. All rubbish must be removed from the stall area by the Dealers and placed in a plastic bag provided by the Market Master and taken to an outside area dumpster designated by the Market Master.

13. Dealers shall not leave the premises until the space occupied by them has been swept clean and placed in proper order. All Dealers are responsible to clean up any oil, grease, anti-freeze, etc., left or leaking from their vehicle(s).
14. All Dealers are required to keep their merchandise within their allotted stall area at all times including merchandise awaiting customer pick-up.
15. Merchandise must be displayed in a safe and neat manner at all times. Displays are to be designed so as not to block the view of nearby stalls or customers walking in the Market as determined by the Market Master.
16. After closing of the Market, all Dealers must vacate the Market within a reasonable length of time, not to exceed two (2) hours.

### **Section 5: Payment of Daily Stall License Fee**

1. Current weekend stall license fees are included below.
  - Farmers Market (Winter: Jan-Apr):
    - Saturday: \$18.00
  - Flea Market:
    - Sunday: \$18.00
2. A copy of all daily rates is posted in the Market and a copy will be given to any Dealer upon request.
3. Payment of the daily license fees gives the Dealer both space and selling privileges at the Market along with furnished equipment such as saw horses and tables.
4. With the permission of the Market Master, additional approved display tables/saw horses may be brought in for use. All Dealers shall use equipment and space as directed by the Market Master.
5. At the discretion of the Market Master, daily stall license fee adjustments may be made collectively or individually for special circumstances such as adverse weather conditions, parking situations, etc., and so noted in the Daily Receipts Journal.
6. The County shall operate the Flea Market with the intent of covering all its operating costs. If at any point in time costs exceed revenues, rates will be subject to adjustment with thirty (30) days notice. A new License Agreement will then be executed by the County and the Dealer.

### **Section 6: License and Assignment of Daily Stalls**

1. In addition to the regular Market license rate, an additional fee may be charged for the use of any unusual, large, multi-lighting fixture, or electrical appliance. No electric heaters are allowed.
2. If a Dealer is willing to share space with another Dealer who would otherwise be deprived of the privilege to sell because of lack of space, they shall be permitted to do so with the approval of the Market Master, provided the person occupying the partial stall pays the full license fee for the day.
3. Arrangements made between Dealers to share a stall are not permitted except as provided in Paragraph 2.

### **Section 7: Days of Operation and Market Hours**

Market days and hours shall conform to the printed Market schedules. The time of opening and closing may be changed or regulated by the Market Master as conditions may warrant for Market improvement or other conditions beyond the Market Master's control.

### **Section 8: Advertising**

Any Dealer wishing to advertise shall do so at their own expense. Neither the County nor the Market Master, employee, agent, or representative of the County shall be responsible for the cost of advertising incurred by any Dealer, or any group of Dealers. Any advertisement using the Market name and/or address must be pre-approved by the Market Master prior to advertising.

### **Section 9: General Rules and Regulations**

1. No smoking is allowed in Market building.
2. No person shall be allowed to use anything of a nature that could be considered injurious to one's health or the environment on the Market premises.
3. No person shall beg, loiter, solicit, sell, or attempt to sell, display, or demonstrate any goods, merchandise, real estate, or animals, nor place any poster, advertisement, or billboard on the Market premises without the prior approval of the Market Master.
4. The use of radios and television sets are not permitted on Market premises without the permission and at the direction of the Market Master.
5. Attempts to establish abnormal or artificial prices by unfair or irregular means shall be prohibited.
6. State health laws prohibit any pets or live animals in the Market, with the exception of seeing-eye dogs for the blind.

7. Absolutely no consumption of or sale of alcoholic beverages is permitted in the Market building and/or on County property.
8. Written or verbal complaints brought to the attention of the Market Master by any Dealer's customer, after the Dealer cannot come to a satisfactory decision with the customer, will be settled by the Market Master, if possible.
9. The County is not liable for the theft or damage of any Market items during or after Market hours. Market items allowed to be stored in the Market building will be done so at the risk of the Dealer.
- 10.. The County assumes no responsibility and is not liable for any loss, damages or injuries which may occur within an individual stall area.

### **Section 10: Causes for Denial of Selling Privileges**

In the sole discretion of the Market Master, a Dealer may be denied selling privileges or banned from Market privileges and removed from the Market Premises, if any of the following events occur:

1. Evading or refusing to make payment of the proper Market license fees when called upon to do so;
2. Using abusive language (profane, racial, ethnic, etc.);
3. Acting in a manner that demonstrates a deliberate attempt to cause poor morale or disrespect among Dealers or the public;
4. Misrepresenting the quality or condition of produce/merchandise or by giving false information regarding the origin, variety, quality, condition, or value of produce/merchandise, or by similar deceptive practices;
5. Violating any Market Rules and Regulations;
6. Interfering with the Market Master in carrying out the provisions of these Market Rules and Regulations; and
7. Selling of firearms, fireworks, explosive devices, or any other merchandise that presents a health or safety hazard or has been subject to recall by authorized agencies or contains hazardous materials as determined by the Market Master.