

# **RULES AND REGULATIONS FOR THE OPERATION OF THE OAKLAND COUNTY FARMER'S MARKET**

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

The **OAKLAND COUNTY FARMERS MARKET** is herein defined to be a County-owned and regulated marketplace, together with buildings thereon, designated for the sale of farm produce, greenhouse products, and homemade handicraft type products. 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 farmer's market operation. Such utilities consist of heat, lights, water, electricity, and ventilation as required by said laws and regulations.

## **Section 2: Definitions**

1. The word "PRODUCER" is herein defined to be any person or persons who are actually engaged in the business of producing/growing the farm/greenhouse products they sell at the Market. No one shall be permitted to sell any product grown by other parties because of a real or claimed interest in a business operated by someone else.
2. The word "HANDICRAFT" is herein defined as a product/item wherein considerable skill, time, and effort has been put forth to produce the finished product such as toys, jewelry, wearing apparel, dried flowers, etc. Any type of processed food item (baked goods, candy, etc.) is considered and classified under the definition of "handicraft." A seller of handicrafts shall be referred to herein as a "HANDCRAFTER".
3. Producers/Handcrafters 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.
4. Produce/products sold at the Market will be of a type and nature to reflect the "home grown/produced farm-type" atmosphere of a "farmer's market." As determined by the Market Master, any produce/goods not of this type or nature may not be allowed to be sold 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 space to Producers/Handcrafters;
3. Collecting and recording license fees from all Producers/Handcrafters;
4. Inspecting stalls after closing to ensure that Producers/Handcrafters/non-producers 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 Producers/Handcrafters be denied the privilege of selling at the Market whose conduct is not in accordance with the Market Policies and Rules and Regulations;
7. Informing Producers/Handcrafters/non-producers of any violations of the Rules and Regulations; and
8. Performing all related duties to maintain and operate an efficient Market in the best interests of the County, all Producers/Handcrafters/non-producers, 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: Producer/Handcrafter Responsibility**

1. It is the responsibility of Producers/Handcrafters to obtain and furnish to the Market Master a current valid copy of any and all licenses and permits necessary for their operation per local health laws, the Department of Agriculture, and any other government regulatory agency.

For example:

- (1) State sales tax license.
  - (2) Food processing license.
  - (3) Plant grower's license.
  - (4) Nursery dealer's license.
  - (5) Apiary license.
  - (6) Certificate of co-partnership.
  - (7) Certificate of persons conducting business under an assumed name.
  - (8) All other license/permits that may be required by law.
2. All Producers/Handcrafters who sell produce products which are governed by the Oakland County Health Department and the Michigan Department of Agriculture must comply with all applicable rules and regulations of these two health agencies.
  3. Any Producers/Handcrafters who fail to submit the required licenses/permits or who are not in compliance with all rules and regulations of said licenses/ permits will be denied selling privileges at the Market.
  4. Any produce offered for sale in closed packages or sealed containers shall bear an approved label stating Producer's/Handcrafter's name and address, name of product, ingredients, and net weight or measure. All labeling of any packages or containers must comply with the State of Michigan, Department of Agriculture, Food Division.
  5. Producers/Handcrafters are required to submit to the Market Master on a yearly basis a signed County application of their planned operation. Changes in plans

or seasonal use of Market stall/stalls by the Producers/Handcrafters must be promptly reported and approved by the Market Master before changes in sales of produce/products are permitted.

6. All annual Producers/Handcrafters must sign and have on file a yearly license agreement covering use of their stall/stalls from May 1 through April 30 of the following year.
7. Producers/Handcrafters that fail to submit an application of operation and/or yearly license/daily license agreement will be denied selling privileges at the Market.
8. Producers/Handcrafters/non-producers shall not cause litter to accumulate on the premises or create unsanitary conditions by leaving fruit or vegetable refuse or other garbage on the premises. Broken crates, boxes, baskets, or other containers, paper, or any other rubbish must be broken down, removed from the stall area, and taken to an outside area dumpster designed by the Market Master.
9. Producers/Handcrafters shall not leave the premises until the space occupied by them has been swept clean and placed in proper order. All Producers/Handcrafters are responsible to clean up any oil, grease, anti-freeze, etc., left or leaking from their vehicle(s).
10. All annual and daily stalls are not to be used for storage purposes. Only with the permission of the Market Master may any produce, merchandise, etc., be left in Market stalls during non-market days.
11. All Producers/Handcrafters are required to keep their merchandise within their allotted stall area including merchandise awaiting customer pick-up.
12. Producers/Handcrafters shall not be permitted to display any type of produce/merchandise in aisle ways.
13. Produce/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.
14. Any Producers/Handcrafters wishing to make any type of modification to his/her stall must submit, in writing, their plans to the Market Master for modification. Approval must be received by the Market Master before any changes are made.
15. All fire extinguishers located in front of Market stalls and throughout building must be visible and accessible at all times.
16. Any electrical extension cord used must be of an approved type as determined by the fire marshal.
17. During regular Market hours, any additional produce/merchandise brought in/out of Market by Producers/Handcrafters must be hand carried or transported on small hand carts in a safe manner as directed by Market Master. For safety reasons, no small children are allowed to transport any produce or merchandise.
18. Producers/Handcrafters must have their stalls completely set up and ready for the opening of the Market.
19. Producers/Handcrafters are not expected to vacate the Market before the official closing time, unless sold out, without the expressed permission of the Market Master.

20. After the closing of the Market, all Producers/Handcrafters/non-producers must vacate the Market within a reasonable length of time not to exceed two (2) hours.

## **Section 5: Payment of Stall License Fees**

1. All current annual and daily stall license fees are included below.
  - Farmers Market:
    - Tuesday: \$25.00
    - Thursday: \$25.00
    - Saturday: \$43.00
  - Farmers Market (Winter: Jan-Apr):
    - Saturday: \$18.00
  - Farmers Market Annual License:
    - Tuesday, Thursday, Saturday – Inside Center Corner: \$1575.00
    - Tuesday, Thursday, Saturday – Inside Other: \$1550.00
    - Tuesday, Thursday, Saturday – Canopy West: \$1500.00
    - Tuesday, Thursday, Saturday – Canopy East: \$1400.00
2. A copy of the above rates is posted in the Market and a copy will be given to any Producers/Handcrafters/non-producer upon request.
3. Daily stall license fee payments are due on or before each license day.
4. For annual licenses, one-third (1/3) of annual payment is due the 1<sup>st</sup> of May each year, an additional one-third (1/3) of payment is due by July 31<sup>st</sup> of the license year, and the final one-third (1/3) of the payment is due by September 1<sup>st</sup> of the license year. Any installment that is late makes the entire balance due and payable within fifteen (15) days. If full payment is not made within the required fifteen (15) days, the Producer/Handcrafter relinquishes their rights to the stall and Market privileges. Any person who seeks to evade or refuses to make payment of the proper license fees when called upon to do so shall relinquish her/her stall and Market privileges.
5. In addition to the regular Market stall license fee, an additional fee may be charged for the use of any unusual, large, multi-lighting fixture, or electrical appliance. No electric heaters are permitted.
6. If a Producer/Handcrafter is willing to share space with another Producer/Handcrafter that 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.
7. Arrangements made between Producers/Handcrafters to share a stall is not permitted except as provided by Paragraph 6.
8. Determination of use/license of any daily stalls and vacant annual stalls will be at the direction of the Market Master, taking into consideration the needs of both annual and daily Producers/Handcrafters.
9. Payment of the annual/daily license fee gives the Producers/Handcrafters both space and selling privileges on designed market days, together with any

furnished display tables/saw horses. All Producers/Handcrafters shall use display tables/saw horses and space as directed by the Market Master. With permission of the Market Master, additional approved display tables/saw horses may be brought in for use.

- a) Outside space directly behind interior Market stalls may be used for Producers/Handcrafters parking. Vehicles must be backed in close to building and not extend into driveway (no semi or unusually large trucks allowed). If parking space is used for display/selling purposes, vehicle must be removed from Market grounds so as not to infringe upon customer parking.
  - b) Outside Canopy Stalls – Vehicles must be backed in close to display table and not extend into parking aisle/driveway. If parking space allotted each stall (one) is used for display/selling purposes, the vehicle must be removed from Market grounds so as not to infringe upon customer parking.
10. There will be a maximum limit of two (2) stalls licensed per Producer/Handcrafter on an annual basis.
  11. Stalls are reserved for annual Producers/Handcrafters until one (1) hour before official Market opening. If annual Producers/Handcrafters fails to appear to occupy their stall or fail to notify Market Master one (1) hour prior to official opening of the Market, the stall/stalls may be licensed to another Producers/Handcrafters/non-producer at the discretion of the Market Master. This rule will also apply to daily Producers/Handcrafters if they had made prior arrangements with Market Master to occupy a stall.
  12. Persons selling any products designated under "handicraft" definition shall be allowed selling privileges only if space is available after all Producers have been served.
  13. 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.

## **Section 6: Days of Operation and Market Hours**

Market days and hours of operation shall conform to the printed Market schedules. The time of opening and closing may be changed through the request of the Market Master as conditions may warrant. Special market days may be held to accommodate shoppers for special holidays or as other conditions may warrant, through the request of the Market Master.

## **Section 7: Producers/Handcrafters Advertising**

Producers/Handcrafters 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 Market Producers/Handcrafters, or any group of Market Producers/Handcrafters. The Market

Master, prior to advertising, must approve any advertisement using the Market name and/or address.

### **Section 8: 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, or 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. Pets or live animals in the Market, with the exception of seeing-eye dogs for the blind, are prohibited.
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 Producer's/Handcrafter's customer, after the Producer/Handcrafter 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 Producers/Handcrafters.
10. The County assumes no responsibility and is not liable for any damages or injuries which may occur within an individual stall area.

### **Section 9: Causes for Denial of Selling Privileges**

In the sole discretion of the Market Master, a Producer/Handcrafter 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 Producers/Handcrafters/non-producers or the public;
4. Misrepresenting the quality or condition of produce/merchandise, or 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 the 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.