



Oakland County Farmers Market 2020 Regulations



Section 1: Designation of Use of Oakland County Market

The OAKLAND COUNTY FARMERS MARKET (the "Market") is owned by Oakland County and managed and operated by the Oakland County Parks and Recreation Commission (OCPRC). The Market is designated as a market place for the sale of items subject to these Oakland County Farmers Market Regulations (the "Regulations") such as: farm produce, greenhouse products, homemade handicraft type products, and other non-agricultural goods approved by the Market Manager. The OCPRC will furnish the necessary area and utilities to operate the Market; such utilities consist of heat, lights, water, electricity, and ventilation.

Section 2: Definitions

1. "HANDICRAFT" means a product/item wherein considerable skill, time, and effort has been put forth to produce the finished product/item such as toys, jewelry, apparel, dried flowers, etc. and such product/item is actually produced by the seller/handicrafter. Any type of processed food item (baked goods, candy, etc.) is considered and classified under the definition of "handicraft." Sellers of handicrafts shall be referred to herein as a "HANDICRAFTERS."
2. "MERCHANDISE" is herein defined to include handicrafts, produce, and products.
3. "PRODUCE/PRODUCTS" are produce and products sold at the Market subject to these Regulations and must be home grown/vendor-produced farm-type items.
4. "PRODUCER" means any person or persons who are actually engaged in the business of producing/growing the farm/greenhouse products they sell at the Oakland County Farmers Market.
5. "VENDOR" means any person or persons who are selling at the Market as a producer or handicrafter.

Section 3: Market Manager Responsibility

The Market Manager or designated OCPRC employee is responsible for all activities at the Market, including, but not limited, to the following:

1. Allocating, assigning, and licensing space at the Market;
2. Collecting license agreements and license fees;
3. Inspecting stalls after the close of the Market to ensure that the area is in a neat, clean, and orderly condition;
4. Directing the arrangement and parking of all vehicles at or around the Market;
5. Maintaining order in and around the Market;
6. Determining which Vendors should be denied the privilege of selling at the Market because of a violation of these Regulations;
7. Informing Vendors of any violations of these Regulations;
8. Performing all related duties to maintain and operate an efficient Market in the best interests of the County, Vendors, and the general public; and
9. Determining whether Merchandise sold at the Market meets the definitions contained in these Regulations.

Section 4: Days of Operation and Market Hours

Market days and hours of operation shall conform to the printed Market schedules established by OCPRC staff and approved by the OCPRC. Opening and closing hours may be changed by the OCPRC or the Market Manager, in its sole discretion. Special market days may be held to accommodate shoppers for holidays or as other conditions may warrant, as determined by the OCPRC.

Section 5: Vendor Advertising

Vendors wishing to advertise shall do so at their own expense. Prior to advertising, the OCPRC Executive Officer must approve any advertisement using the Market name, logo and/or address. The address cannot be used by Vendors as a registered business address or as a return address on any material.

Section 6: General Rules and Regulations

1. The allocation or reservation of space or stalls at the Market shall require the prior written approval of the OCPRC or a written license agreement with the OCPRC. No person or entity shall beg, loiter, or solicit on the Market premises without the prior written approval of the OCPRC or unless the person or entity has a

written agreement with OCPRC.

2. Stalls shall be completely set up and ready for sale at the opening hour of the Market.
3. No smoking is allowed in the Market or under the Oakland County Farmers Market Pavilion. Smoking is permitted only in the designated smoking areas.
4. No person or entity shall be allowed to use anything of a nature that could be considered injurious to one's health or the environment in or around the Market.
5. Attempts to establish abnormal or artificial prices by unfair or irregular means is prohibited.
6. Pets or live animals are prohibited in the enclosed building of the Market, under the Oakland County Farmers Market pavilion, and within 10ft of any space or stall with the exception of service animals.
7. Written or verbal complaints brought to the attention of the Market Manager by Market guests, after Vendors cannot come to a satisfactory resolution, will be settled by the Market Manager and/or OCPRC.
8. No person or entity shall make any modifications, improvements, or alternations to the Market or the stall or space occupied by them, unless express written permission is received by the Market Manager prior to commencing any modification, improvements or alternations.
9. No electric or gas heaters shall be used at the Market.
10. The use of radios and television sets are not permitted at Market without the prior written permission, and at the direction, of the Market Manager.
11. No person or entity shall tape, staple, hang, or otherwise adhere or attach any items to windows, walls, doors or posts without prior written permission from the Market Manager.
12. No person or entity shall hang any item from the ceiling or rafters without prior written permission from the Market Manager.
13. During Market hours, any Merchandise brought in/out of the Market must be hand carried or transported on small hand carts in a safe manner as directed by the Market Manager.
14. Vendors shall not vacate the Market before the posted closing time without express permission of the Market Manager or unless its Merchandise is sold out.

15. The consumption and sale of alcohol and illegal drugs are not permitted at the Market, except that the OCPRC may, in its sole discretion, authorize the consumption or sale of alcoholic beverages for special events, programs, or facility rentals, in conformance with state or local law, regulations, rules or ordinances.
16. All persons or entities advertising organic produce, must display in their stalls a State Certificate of Registration and provide a copy of the Certificate to the Market Manager.
17. No person or entity shall move or cause to be inaccessible any fire extinguishers located throughout the Market.
18. Persons or entities may only use electrical extension cords or lighting if approved by the Market Manager and the Waterford Township Fire Marshall.
19. No person or entity shall cause litter or rubbish to accumulate or create unsanitary conditions at the Market. All rubbish must be removed from the allotted space or stall area and put in an outside area dumpster as designated by the Market Manager.
20. Persons or entities shall not leave the Market until the allotted space or stall has been swept clean and placed in proper order. Persons or entities are responsible to clean up any oil, grease, anti-freeze, etc. left or leaking from their vehicle(s).
21. Persons or entities shall keep Merchandise within their space or stall area at all times, including Merchandise awaiting pick-up. Merchandise shall not be displayed in the aisle ways or in any way extend beyond the white or yellow stall boundary lines.
22. 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 persons walking in the Market as determined by the Market Manager, in his or her sole discretion.
23. Vendors must display a sign, minimum 8 ½" x 11," that clearly identifies the Vendor's name and the location of their business/residence/farm. If at any time during the "Producer Only" season, May – October, a Vendor sells any item, in accordance with these Regulations, that it, or a member of its immediate family, did not directly produce or grow, then a sign must be displayed for each separate vendor/business/location, which produced or grew the item. During the "Non-Producer" months, November – April, this rule will not be enforced but will be posted at the Market.
24. After the closing of the Market each day, all persons or entities must vacate the Market within a reasonable length of time, not to exceed two hours.
25. No annual or daily stalls or other areas in or around the Market are to be used

for storage purposes. Only with the permission of the Market Manager may Merchandise be left or stored in or around the Market during non-market hours and days. If Merchandise is permitted to be stored at the Market during non-market hours and days, then it is done so at the sole risk of the owner of the Merchandise.

26. The OCPRC is not liable for the theft of or damage to any Merchandise, shelving or storage cabinets kept or stored at or around the Market during or after Market hours.
27. The OCPRC and the County of Oakland assumes no responsibility and is not liable for any damages or injuries suffered by any person or entity (or employees/agents thereof) reserving space at or around the Market, which arise from the acts or omissions of the public at the Market or from the acts or omissions of the person or entity reserving space or an employee or agent thereof.
28. **Cancellation/No Show Policy:** To cancel space reserved by agreement with OCPRC, a person or entity must call the Market Manager by 12 p.m. the day prior to the Market day for which space is reserved. If a call is received after 12 p.m. on such day or no one shows on the Market day, the lack of timely notice to the Market Manager or failure to show will be considered a “no show”:
 - a. **1st No Show:** Courtesy Reminder; the person or entity will be given an additional copy of the No Show Policy and it will be noted in their file.
 - b. **2nd – 4th No Show:** The person or entity must pay the daily license fee for the day missed before being allowed to return to the Market.
 - c. **5th No Show:** The person or entity will be charged \$100 before being able to return to the Market.

Section 7: Causes for Denial of Privileges

At the sole discretion of the Market Manager or the OCPRC, a person or entity may be denied selling privileges or banned from the Market and removed from the Market premises, if any of the following events occur:

1. Evading or refusing to pay the license fees for use of space;
2. Failing to submit and execute an Market license agreement;
3. Acting in a manner that demonstrates a deliberate attempt to cause poor morale or disrespect among Vendors or the public;

4. Misrepresenting the quality or condition of Merchandise, or giving false information regarding the origin, variety, quality, condition, or value of Merchandise, or similar deceptive practices;
5. Violating Oakland County Farmers Market Regulations, OCPRC Park Rules or federal, state, or local laws, rules, regulations, or ordinances;
6. Failing to submit any certificates, licenses or permits as required by law or these Regulations;
7. Interfering with the Market Manager or other OCPRC staff in carrying out the provisions of these Regulations; and
8. 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.

Section 8: Vendor Responsibility

1. Vendors shall sell only Merchandise at the Oakland County Market.
2. Vendors shall obtain and furnish to the Market Manager proof of insurance in compliance with the attached Exhibit I Oakland County Market Insurance Requirements. The County of Oakland, 2100 Pontiac Lake Rd, Waterford MI, 48328 is to be listed as an additional insured.
3. Vendors are required to hold all applicable licenses and permits necessary for their operation per local health laws, the Michigan Department of Agriculture and Rural Development, and any other government regulatory agency. The Market Manager reserves the right to request copies of these licenses and permits at any time.

License/Permit Examples	
Commercial Kitchen License	Apiary License
Sales Tax ID	Nursery Dealers License

4. Vendors who sell produce products which are governed by the Oakland County Health Department and the Michigan Department of Agriculture and Rural Development must comply with all applicable rules and regulations of these two health agencies.
5. Vendors shall sell only fresh, sound, wholesome produce and products at the Market. All Merchandise shall be from sources approved or considered satisfactory by the local health officials and the Michigan Department of Agriculture and Rural Development and shall be clean, wholesome, free from spoilage, free from adulteration and misbranding, and safe for human

consumption.

6. Merchandise offered for sale in closed packages or sealed containers shall bear an approved label stating Vendor's name and address, name of product, ingredients, and net weight or measure. All labeling of any packages or containers must comply with the Michigan Department of Agriculture, Food Division.
7. From May 1 to October 31, unless otherwise approved by the market manager and with the proper signs required by Section 6, Rule 23, Merchandise sold at the Market shall be grown or produced by the Vendor selling such items or such Vendor's immediate family members and not grown or produced by other parties.

From November 1 to April 30, a Vendor may sell Merchandise grown or made by other parties with market manager approval.

8. Vendors must submit, sign and/or have on file an Oakland County Farmers Market application, stall license agreement and general liability insurance certificate covering use of their stall/stalls from May 1 through April 30 of the following year. Changes in plans or seasonal use of Market stall/stalls by the Vendors must be promptly reported to, and approved by, the Market Manager before changes in sales of Merchandise are permitted.
9. Any Vendors wishing to make any type of modification to his/her stall must submit, in writing, their plans to the Market Manager for approval. Approval must be received by the Market Manager before any modifications are made.
10. Vendors must remove any non-market shelving, tables or display items at the end of the Market day.
11. Invasive Species: The Market prohibits the sale of invasive species, including those labeled "Prohibited" or "Restricted" by the State of Michigan, as well as those on the Watch List. A species is regarded as invasive if it has been introduced by human action to a location, area, or region where it did not previously occur naturally (i.e., is not native), becomes capable of establishing a breeding population in the new location without further intervention by humans, and becomes a pest in the new location, threatening the local biodiversity. Plants labeled "Prohibited" or "Restricted" by Michigan's Natural Resources and Environmental Protection Act, Act 451 of 1994, Part 413 Transgenic and Non-native Organisms, are unlawful to possess, introduce, import, sell or offer that species for sale as a live organism. An updated list of these species and those on the Watch List is available at https://www.michigan.gov/invasives/0,5664.7-324-68002_74282---.00.html.

If a Vendor is unsure whether Merchandise is an invasive species, the following actions must be performed before bringing the Merchandise to the Market:

- a. Schedule a site inspection with Vendor and OCPRC appointed staff;
- b. Collect a sample of the Merchandise in question;

- c. OCPRC will package and submit the sample to MSU Plant Diagnostics lab for \$10 Weed ID service. OCPRC covers this fee with the Vendor reimbursing the diagnostic fee if identification indicates an invasive plant;
- d. OCPRC reserves the right to re-test plant products through MSU once brought into the market for seasonal sale to confirm pre-season diagnostic results. This is in place to ensure that the sold products are from the tested point of origin.
- e. Vendors may continue to sell their Merchandise pending test results; and
- f. The sale of Merchandise with diagnostic results matching ID of any species defined as ‘invasive’ by OCPRC policy will not be permitted; sale of such products will cease the week following receipt of MSU test results.

OCPRC considers the following plants to be invasive species, provided, however, such list is not exhaustive or exclusive:

Tree-of-heaven	Autumn & Russian olives	Japanese stilt grass
Garlic mustard	Leafy spurge	Eurasian water milfoil
Japanese barberry	Dame’s rocket	Wild parsnip
Musk thistle	Blunt-leaved & common privets	Reed canary grass
Bittersweet spp.	Japanese honeysuckle	Common reed
Spotted knapweed	Asian bush honeysuckles	Japanese knotweed
Canada thistle	Purple loosestrife	Common & glossy buckthorn
Common & cut leaf teasel	White & yellow sweet clover	Black locust
Multiflora rose	Narrow-leaved & hybrid cattail	Black Swallow-wort
Crown vetch	Pale Swallow-wort	
Curly-leaf pondweed	Flowering rush	Giant hogweed
African oxygen weed	Carolina fanwort	Asiatic sand sedge
Giant Salvinia	Starry stonewort	European frog-bit
Brazilian elodea	Chinese yam	Hydrilla
European water clover	Himalayan balsam	Mile-a-minute weed
Japanese chaff flower	Kudzu	Water hyacinth
Parrot feather	Water chestnut	Yellow floating heart
Water lettuce	Water soldier	

Section 9: Payment of License Fees

1. All current annual and daily license fees are set forth below.
 - o Oakland County Farmers Market Daily Fees (May–December):
 - o Tuesday: \$17.00
 - o Thursday: \$22.00
 - o Saturday: \$46.00

- Oakland County Farmers Market Daily Fees (January-April)
 - Saturday: \$20.00
 - Oakland County Farmers Market Annual Fees:
 - Tuesday, Thursday, Saturday – Inside \$1975.00
 - Tuesday, Thursday, Saturday – Canopy West: \$1825.00
 - Tuesday, Thursday, Saturday – Canopy East \$1825.00
 - Oakland County Farmers Market Stall Share Daily Fee:
 - Saturday: \$30 each
2. The rates are posted at the Market and a copy will be given to any person or entity upon request.
 3. Daily license fee payments are due on or before each day for which they are licensed.
 4. For annual stall license agreements: one-third (1/3) of the annual payment is due by May 15, an additional one-third (1/3) of payment is due by July 15, and the final one-third (1/3) of the payment is due by September 1. Any installment that is late makes the entire balance due and payable within fifteen days. If full payment is not made within the required fifteen days, the person or entity relinquishes rights to the stall and all Market privileges.
 5. In addition to the Market license fee, an additional fee will be charged for the use of any unusual, large, or multi-lighting fixture or electrical appliance.
 6. If a Vendor is willing to share space with another Vendor 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 Manager. Additional license fees apply and are listed above.
 7. Arrangements made between Vendors to share a stall are not permitted, except as provided by Section 9, Rule 6, above.
 8. Determination of use of any daily stalls and vacant annual stalls will be at the sole discretion of the Market Manager.
 9. All Vendors shall use display tables/sawhorses, provided by OCPRC, and space as directed by the Market Manager. All Market tables and sawhorses must remain in their current stalls and are not to be removed to be used in other stalls or areas. With permission of the Market Manager, additional approved display tables/sawhorses may be brought in for use as long as they are removed at the end of each Market day.
 - a. Vendor Parking –Interior Stalls. Outside space directly behind interior Market stalls may be used for Vendor parking. Vehicles must be parked close to the building and shall not extend outside of the designated stall parking areas (no semi or large trucks allowed). If

parking space is used for display/selling purposes, the vehicle may be parked in the alcove closest to the Executive Office Building of the main parking lot. If vehicles are not parked in the alcove, they must be removed from Market grounds so as not to infringe upon customer parking.

- b. Vendor Parking - Outside Canopy Stalls. Vehicles must be parked close to display tables and shall not extend outside of the designated stall parking areas. A Vendor may use the stall space for display/selling purposes or to park their vehicle. If the space is used for display/selling purposes, the vehicle must be removed from the Market grounds to one of the overflow parking lots on Saturdays so as not to infringe upon customer parking.
10. When scheduled at least seven (7) days in advance, stalls are reserved for annual Vendors until one hour before official Market opening. If the annual Vendor fails to appear to occupy their stall or fails to notify the Market Manager one hour prior to official opening of the Market, then the stall/stalls may be licensed to another person or entity, in the sole discretion of the Market Manager. This rule will also apply to daily Vendors if they had made prior arrangements with Market Manager to occupy a stall. Regardless of whether the Vendor has an annual or daily license agreement, it will be considered a “no show” and will fall under the No Show Policy (Section 6; Rule 28).
11. Handicrafters shall be allowed selling privileges only if space is available after all Producers requesting space have been served from May 1st – October 31. From November 1st – April 30th stall allocations are made at the discretion of the Market Manager.
12. At the sole discretion of the Market Manager, daily license fee adjustments may be made collectively or individually for special circumstances such as adverse weather conditions, parking situations, etc., and so noted on a Vendor receipt.

Section 10: Social Media

The purpose of this Section is to guide Market Vendors in interactions with Market social media platforms. Market social media platforms are monitored for appropriateness according to the following guidelines in accordance with Oakland County’s Social Media Policy MR(13236), which also applies in entirety to Vendors in their interactions with Market social media platforms. If any provision of these Regulations and the County’s Media Policy conflict, the County’s Media Policy shall apply as to that provision.

1. DEFINITIONS

Social media includes websites and applications that enable users to create and

share content or to participate in social networking.

Social media platforms are tools that provide users the means to build, mix and promote community engagement, conversation and user-generated material.

Social media platforms include, but are not limited, to: Facebook, Twitter, LinkedIn, Pinterest, Instagram and other sites similar in content and/or character.

2. COMMUNICATION

Vendor comments on Market social media platforms directly reflect upon the Market. Posts should be factually accurate.

Vendors shall not post personal information on Market platforms. Market does not engage with Vendors that like, comment, or share information as a personal page. Market interacts with only those platforms that are clearly identified as maintained by the Vendor business page.

Vendors shall not speak or comment on behalf of Market. Vendors shall not respond to the media on behalf of Market.

3. POSTS OR COMMENTS ON MARKET SOCIAL MEDIA PLATFORMS

Vendors shall not:

- a. Make discriminatory comments based on race, creed, color, age, religion, sex, marital status, sexual orientation, national origin, weight, height or genetic information;
- b. Make comments that are sexual in nature;
- c. Compromise the safety or security of the Market, Vendors or market patrons;
- d. Support or oppose a political candidate or ballot measure;
- e. Promote illegal activity;
- f. Include personal information;
- g. Violate another party's copyright, trademark or other protected property; or
- h. Make comments that are obscene or profane.

4. USE OF COUNTY SERVICEMARKS AND LOGOS

Vendors shall not use the Market or County servicemark(s) (e.g., logo) unless given written permission from the Market Manager.

5. INTERACTING WITH OTHER VENDORS

Vendors shall not post information including images, information, or intellectual property about employees, citizens, vendors, patients or clients being served by the County without first obtaining their permission.

6. POST DISCLAIMER AND REMOVAL

The Market reserves the right to remove inappropriate comments from Market platforms that are discriminatory, obscene or sexual in nature, threaten or defame an individual or entity, support or oppose political candidates or proposals, violate the intellectual property rights of another party, promote illegal activity or commercial products or services or are not related to the topic in the

original posting. All comments are public records and subject to disclosure.

7. VIOLATIONS

Vendors found to have violated this guideline may be subject to disciplinary action up to and including dismissal from the Market, and, if applicable, may be subject to prosecution under federal or state laws.

EXHIBIT I 2020 OAKLAND COUNTY FARMERS MARKET INSURANCE REQUIREMENTS

During any period in which an individual or entity (a "Licensee") is licensing or otherwise using (in each instance, a "License") property owned by Oakland County and comprising the Oakland County Farmers Market (the "Market"), the Licensee shall provide and maintain, at its own expense, all insurance as set forth and marked below, protecting the County against any Claims, as defined in this Exhibit. The insurance shall be written for not less than any minimum coverage herein specified. Insurance documents must list the County of Oakland, 2100 Pontiac Lake Rd., Waterford, MI as an additional insured. For purposes of the following insurance requirements, "Claim" means

Primary Coverages

Commercial General Liability Occurrence Form including: (a) Premises and Operations; (b) Products and Completed Operations (including On and Off Premises Coverage); (c) Personal and Advertising Injury; (d) Broad Form Property Damage; (e) Independent Contractors; (f) Broad Form Contractual including coverage for obligations assumed in this Contract;

\$1,000,000 – Each Occurrence Limit

\$1,000,000 – Personal & Advertising Injury

\$1,000,000 – Products & Completed Operations Aggregate Limit

\$1,000,000 – General Aggregate Limit

\$ 100,000 – Damage to Premises Rented to You (formally known as Fire Legal Liability)

Workers' Compensation Insurance with limits statutorily required by any applicable Federal or State Law and Employers Liability insurance with limits of no less than \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.

1. Fully Insured or State approved self-insurer.
2. Sole Proprietors must submit a signed Sole Proprietor form.
3. Exempt entities, Partnerships, LLC, etc., must submit a State of Michigan form WC-337 Certificate of Exemption.

Commercial Automobile Liability Insurance covering bodily injury or property

damage arising out of the use of any owned, hired, or non-owned automobile with a combined single limit of \$1,000,000 each accident. All attached trailers must be covered by this policy and not excluded. This requirement is waived if there are no company owned, hired or non-owned automobiles utilized in the performance of any obligation or right under the License.

Supplemental Coverages – As Needed

1. **Trailer Endorsement.** The Licensee shall be responsible for obtaining and maintaining insurance covering their detached trailer.
2. **Liquor Legal Liability Insurance** with a limit of \$1,000,000 each occurrence shall be required when liquor is served and/or present.

General Insurance Conditions

The aforementioned insurance shall be endorsed, as applicable, and shall contain the following terms, conditions, and/or endorsements. All certificates of insurance shall provide evidence of compliance with all required terms, conditions and/or endorsements.

1. All policies of insurance shall be on a primary, non-contributory basis with any other insurance or self-insurance carried by the County;
2. The insurance company(s) issuing the policy(s) shall have no recourse against the County for subrogation (policy endorsed written waiver), premiums, deductibles, or assessments under any form. All policies shall be endorsed to provide a written waiver of subrogation in favor of the County;
3. Any and all deductibles or self-insured retentions shall be assumed by and be at the sole risk of the Licensee;
4. Licensees shall be responsible for their own property insurance for all equipment and personal property used and/or stored on County property;
5. The Commercial General Liability and Commercial Automobile Liability policies along with any required supplemental coverages shall be endorsed to name the County of Oakland and its officers, directors, employees, appointees and commissioners as additional insured where permitted by law and policy form;
6. The Licensee shall require its contractors or sub-contractors, not protected under the Licensee's insurance policies, to procure and maintain insurance with coverages, limits, provisions, and/or clauses equal to those required in this Contract;
7. Certificates of insurance must be provided no less than ten (10) Business Days prior to the County's execution of the Contract and must bear evidence of all required terms, conditions and endorsements; and
8. All insurance carriers must be licensed and approved to do business in the State of Michigan and shall have and maintain a minimum A.M. Best's rating of A- unless otherwise approved by the County Risk Management Department.