



# 2011 Clarkston Farmers' Market Rules & Guidelines

## Location and Hours of Operation

Downtown Clarkston, Michigan, Depot Street  
Saturdays, 8:00 a.m. to 12:00 p.m. June 18<sup>th</sup> through October 8<sup>th</sup>

Clarkston Farmers'  
Market  
P.O. Box 51  
Clarkston, MI  
48347



248-821-4769

## Statement of Purpose

The goals of the Clarkston Farmers' Market are

- 🌍 To strengthen and support local farmers
- 🌍 To bring people together in a community activity
- 🌍 To support local entrepreneurs and small businesses
- 🌍 To stimulate Clarkston's downtown and/or support Independence Township
- 🌍 To run a self-sufficient market
- 🌍 To create awareness of Clarkston's local growers and provide foundational support for global growers who impact our local area

## Who Can Sell

In accordance with the statement of purpose, the Clarkston Farmers' Market invites *LOCAL GROWERS ONLY*. Local distance is defined as within a 100-mile radius. All produce must be grown within the local distance parameters. Both food and non-food sellers must be directly involved with the production of their product. No buying and selling of wholesale items is permitted. For questions regarding things grown Michigan-wide, please see the Market Manager.

## Farm Checks

Farm checks will be performed at the Market Manager's discretion in order to ensure and protect the integrity of this local market. Failure to provide accurate information pertaining to the location of goods grown or produced will result in denial or termination of market membership.

## Carrying

Carrying is defined as bringing to market and selling goods that were grown locally by someone other than the registered grower. Carrying is permitted for this reason: to allow growers the freedom to send a family member or friend to sell their goods or another's goods. This allows a small grower to sign up for multiple area markets within the same growing season. Carrying is only permissible when the goods are grown or produced within the local growing area outlined above. *NO WHOLESALE OR RESALE OF GOODS OBTAINED FROM OTHER STATES IS PERMITTED*. Vendors who are carrying must submit contact information (addresses, phone numbers, etc.) for the people and farms of goods you are carrying to the market managers for verification and approval.

## What can be sold

- A. Raw agricultural products: fruits, vegetables, grains, flowers, bedding plants, potted plants, herbs, spices
- B. Value-added agricultural products: admitted only with approval. They include raw agricultural products grown by the seller that have been processed: cheese, dairy, eggs, baked goods, soaps, beeswax, juice, cider, honey, syrup, vinegar, jams, and sauces
- C. Non-Food items: pottery, garden-related items, sculptures, and birdfeeders. Pictures and/or portfolios are required for admission of non-food items. Market managers will notify you of your acceptance.

## Growing Certifications

Vendors who have specialized growing certifications are encouraged to post their certifications for customers to see. For example, if you are Certified Organic or certified Naturally Grown, we recommended you advertise accordingly. The Clarkston Farmers' Market requires proof of certification from any grower who claims to hold growing certifications and the manager reserves the right to pull any signage that is not in accordance with your growing methods.

### Sampling

Sampling helps people buy more from you! We do encourage sampling if prepared in accordance with open-air market regulations.

### Membership Process

All potential vendors must complete and submit an application for the Clarkston Farmers' Market. Before permission to sell at the Clarkston Farmers' Market is granted, potential vendors must present current Michigan licenses and permits (as required) and it is your responsibility to retain/display/provide this paperwork when applicable.

*Application does not guarantee entry to the market.*

### Refundable Deposit

The success of a farmers' market depends on the commitment of its growers and artists. We all depend on each other to show up as promised. In order to prevent no-shows or last-minute cancellations, we require a \$50 deposit from **all sellers**. The deposit will be returned to you at the end of the market season. Your deposit will be forfeited if you fail to meet your commitment. In the event that you need to cancel, you must notify the Market Manager that you will be unable to come 48 hours ahead of time, by calling the market phone 248-821-4769. Vendors who have not arrived on a market Saturday by 7:50 should be prepared to forfeit their space, or be reassigned a space for that day.

### Payment Options

**OPTION 1:** *Michigan Harvest Season Market Membership* (12 Saturdays): \$300, plus the \$50 refundable deposit. This membership guarantees you the same space each week, making it easy for customers to find you. The full amount should accompany a signed Vendor Application/Agreement. Michigan Harvest Market dates are July 16<sup>th</sup> thru October 8<sup>th</sup>.

**OPTION 2:** *Pay Day-by-Day* (Individual Saturdays): Daily rate \$30.00 plus the \$50 refundable deposit. You must pre-arrange your dates with the market manager. Showing up unannounced on market days will not guarantee you a space to sell that day. However, we will make attempts to accommodate those who have filed an application and signed agreement with us. Payment for the day is expected before you leave the market site or before 11:45, whichever occurs first. Pre-payment by mail is also accepted. Day-by-Day option is available June 18<sup>th</sup> thru October 8<sup>th</sup>.

**EARLY SEASON OPTION:** 3 additional weeks at the beginning of the Michigan Harvest Market. Starting June 18<sup>th</sup> and running up to the Michigan Harvest Market start date. Cost is \$25 per day for this option. Early Season dates are June 18<sup>th</sup> thru July 9<sup>th</sup>.

*Clarkston Farmers' Market manager reserves the right to fill your space if it remains unoccupied on any given market day.*

### Set-up and Take-Down

Vendors are responsible for their own booths. Set-up begins at 6:00 a.m. All vendors need to be ready for business by 7:55 a.m.

Displays must be neat and orderly at all times.

Food items shall be displayed on a table or bench.

Display tables must be freshly painted or cornered with a clean cloth and in good repair.

All products must meet Michigan Department of Agriculture Packaging and Labeling standards.

No food or drink samples can be given away at the market without proper permit from the Michigan Department of Health.

Displays cannot block nearby spaces or create a hazardous condition. Items shall remain within the lines of the space rented.

All vendors must supply their own equipment (tables, chairs, awnings, brooms, umbrellas).

Takedown begins at the close of the market (12:00 p.m.) and must not interfere with customer traffic.

Vendors must clean their display area after each use.

Vendors are responsible for the removal of their own trash. Vendors will be fined for any trash left behind.

Market will operate rain-or-shine and no refunds will be given due to weather conditions.

### **Parking**

Growers/Artists may park near their display area during setup. By 7:45 all cars and trucks must be moved to the designated vendor parking area if one has been allocated.

### **General Rules of the Market**

No smoking.

No pets, except leader or assistance dogs.

No alcoholic beverages.

The use of televisions or stereo systems is prohibited.

Use of abusive language will not be tolerated on the market grounds.

No one may beg, loiter, solicit, or place any poster, advertisement or billboard on the market premises without approval of the market manager.

No one may sell or attempt to sell any merchandise on the market grounds without the express permission of the market manager.

The City of Clarkston, Property Owners, and Clarkston Farmers' Market are not liable for theft or damage of any merchandise before, during or after market hours.

The City of Clarkston, Property Owners, and Clarkston Farmer's Market assume no responsibility and are not liable for any injuries, which may occur within an individual stall.

Vendors are expected to keep their merchandise in reasonable order and allow unimpeded access to customers.

Vendors are expected to stay for the duration of the market day even when attendance is low and the weather is bad.

### **Membership Termination**

Violation of the signed Vendor Agreement/Application or Market Rules and Regulations or refusal or failure to submit or display valid copies of appropriate product licensure will result in termination of market membership.

### **Market Master**

Any and all questions/issues should be brought directly to the Market Manager. **Anissa Howard can be reached at [info@clarkstonfarmersmarket.org](mailto:info@clarkstonfarmersmarket.org) or by telephone 248-821-GROW (4769).**

Clarkston Farmers' Market

P.O. Box 51

Clarkston, MI 48347

248-821-4769

**\*\*\*Please send applications back ASAP!\*\*\*  
Thank you!**

## Your survey answers and emails helped!

You said about it:

The market is important and the location is, too.

You want the market to continue.

A \$5 increase is acceptable but \$10 is too high.

We're building the farmers' market for another season and would love to have you with us.

Here's what our season looks like in 2011:

## Market Membership Examples

### Option 1 (payment for 12 weeks accompanying the application)

12-week Michigan Harvest Season

Total market cost @ 12 weeks = \$300

Membership space deposit = \$50

Guaranteed 12-week same space all market season

NOTE: This option saves you \$5/per market day

### Option 1 + Early Season Option (whole amount paid with application)

4-week Early Season Option

12-week Michigan Harvest Season

Total market cost @ 16 weeks:  $\$100 + \$300 = \$400$

Membership space deposit = \$50

Guaranteed 16-week same space all market season

NOTE: This option saves you \$5 (for the Michigan harvest season market) than the Day-by-Day option

### Option 2 (pay when you schedule your days with us)

16-week Day-by-Day Option

Total market cost @ 16 weeks = \$30 a day = \$480

Membership space deposit = \$50

Market manager will notify you of your space location upon arrival to the market



# 2011 Clarkston Farmers' Market Grower/Artist Application

Grower/Artist Name: \_\_\_\_\_

Farm/Business Name: \_\_\_\_\_

Farm Address: \_\_\_\_\_

Nearest Crossroads: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

State Tax ID#: \_\_\_\_\_ required for all *taxable* items sold. Include a copy of your license if applicable.  
Please check all that apply: Produce \_\_\_\_\_ Nursery \_\_\_\_\_ Non-Food \_\_\_\_\_

## MEMBERSHIP Options:

### OPTION 1:

OR

### OPTION 2:

**Michigan Harvest Season Membership** (12 Saturdays):  
*Membership fee:* \$300 for season (\$5/daily savings)

**Day-by-Day Membership** (individual Saturdays):  
*Membership fee:* \$30 a day

This membership guarantees the same space each week, making it easier for customers to find you.

You must pre-arrange your dates with the market manager. Showing up unannounced on market days will not guarantee you a space to sell that day. However, we will make attempts to accommodate those who have filed an application and signed agreement with us. Payment for the day is expected before you leave the market site or before 11:45, whichever occurs first. Pre-payment by mail is also accepted.

### Early Season Option:

4 additional weeks at the beginning of the Michigan harvest market. Starting June 18<sup>th</sup>. Cost is \$25 per day for this option (\$100)

**Spaces:** A \$50.00 refundable deposit must accompany all spaces. Membership accounts for one 12-foot wide space. How many spaces are you paying for? \_\_\_\_\_

**HURRY! For optimal spacing please return applications by May 15, 2011**  
Please make checks payable to the Clarkston Farmers' Market. *Thank You!*

## Market Days in 2011

To allow the Market Manager to assign spaces each market day, please **circle the dates** that you plan on being at the market or **check the flower** for full season.

June	18	25			
July	2	9	16	23	30
August	6	13	20	27	
September	3	10	no mkt	24	
October	1	8			

Sign me up for  
ALL dates!



(checkmark  
please)



# 2011 Clarkston Farmers' Market Grower/Artist Agreement

- ⇒ I understand that all items sold at the Clarkston Farmers' Market must be grown in accordance within said local growing area.
- ⇒ I understand that no commercial or secondhand items are to be sold.
- ⇒ I understand that all items for sale at the Clarkston Farmers' Market must be approved by the Market Managers.
- ⇒ I understand that all vendors must abide by the Clarkston Farmers' Market Rules and Regulations attached to this application. This AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by and between the Clarkston Farmers' Market, hereinafter referred to as "SPONSOR" and \_\_\_\_\_, a Clarkston Farmers' Market Vendor/Participant, hereinafter referred to as "VENDOR".

### WITNESSETH:

- ⇒ The "SPONSOR" desires to promote the development of a Clarkston Farmers' Market and to provide the management, supervision, and a location for the Market.
- ⇒ The "SPONSOR" and "VENDORS" each desire to participate in a coordinated effort to provide an exceptional market for farmers to sell the finest and freshest Michigan State produce available and for artists to sell their works of art.
- ⇒ The "VENDOR" agrees to the Policies, Rules, and Procedures for the operation of the Clarkston Farmers' Market identified as the Clarkston Farmers' Market Rules and Regulations.
- ⇒ The "VENDOR" agrees for himself/herself, heirs, executors, and administrators; to waive, release, and discharge any and all rights and claims for damages which he/she may have against the "SPONSOR" and/or "SPONSOR'S" representatives, successors and/or assigns for any injuries which may be sustained by the "VENDOR" in connection with or entry in the above stated program through normal participation.



\_\_\_\_\_  
Signature of Vendor: Grower/Artist

DATE: \_\_\_\_\_



\_\_\_\_\_  
Clarkston Farmers' Market Authorized Representative

DATE: \_\_\_\_\_

\*\*\*Please make and keep copies of your agreement and send us the original\*\*\*

Please offer us feedback - thank you!