



## Vendor Rules and Regulations

### Festival Market Hours and Dates

The Kensington Metropark Festival Market (the “Market”) are held three times a year.

**Spring Festival:** April 27 - 28

**Summer Festival:** July 6 - 7

**Fall Festival:** October 5 - 6

**Time:** 12PM – 4PM

### Site Logistics

- Vendor spaces are approximately 10'x20' Vendors may not sublease spaces.
- The Kensington Metropark Farm Center Supervisor (the “Farm Supervisor”) or Market Manager reserve the right to adjust ANY Vendor stall space on the day of the Market to maximize the Market space and make an inviting space for customers.
- Vendors are responsible for set-up and clean up. Set-up begins at 10:30 am; all Vendors must be checked in and set-up not later than 11:30 am. **Cars MUST be moved out of Market area by 11:30am for the safety of patrons.**
- All vehicles will need to be moved to the assigned Vendor parking area unless other arrangements are made with the Farm Supervisor or Market Manager.
- Vendors must remain on site for the entire market, unless a Vendor has made prior arrangements with the Farm Supervisor or Market Manager. Leaving early without any prior arrangements may jeopardize Vendor permission to participate in the Market.
- Vendors must supply their own sales equipment: tents, tables, chairs, display racks, display signs, bags for customers, money for change, etc.
- Vendors are responsible for keeping their space attractive during market hours and for cleaning up their space after the Market closes including removal of garbage and sweeping up all debris. Vendors whose products generate waste must provide covered trash containers for customer use and remove trash from site – no onsite garbage.
- Vendor must provide appropriate containers for water, and follow all health code regulation when handling produce and prepared foods or offering samples.
- Access to public water or electricity is not guaranteed but could be arranged if the request is made prior to the day of the Market.

### Insurance, Licensing, and Permit Guidelines

- Parties interested in becoming vendors must return completed applications one week before each festival date.
  - Spring Festival deadline: 4/25/19**
  - Summer Festival deadline: 7/4/19**
  - Fall Festival deadline: 10/3/19**
- A Vendor whose application has been approved by the Farm Supervisor and/or the Market Manager is granted a limited license to set up a booth at the Market for the purpose of selling its products, subject to all applicable terms and conditions imposed by the Farm Supervisor, Market Manager, and these Vendor Rules and Regulations.



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- The receipt of an application is not a contract between the Vendor and the Market. It does not guarantee our participation. The Farm Supervisor and/or the Market Manager makes the sole, final decision as to who sells at the Market.
- The Farm Supervisor and/or the Market Manager has the right to terminate Vendor participation when warranted. No refunds will be given in the event of termination due to Vendor error.
- Upon acceptance to the Market, a finalized product list must be supplied to the Market, after which point all changes must be approved by the Farm Supervisor and/or the Market Manager.
- The Farm Supervisor and/or the Market Manager has final approval of sale items. Vendors will be notified if it is determined that a specific item or specific items will not be allowed for sale at the Market.
- A Vendor supplementing its products with any that are produced by another person or entity not listed on the Vendor's Application is prohibited. If you falsify your Vendor Application, your right to participate in the Market may be revoked.
- All food and food products offered for sale shall be from sources approved or considered satisfactory by the Oakland County Health Department and the Michigan Department of Agriculture. For more information on Michigan's Cottage Foods Law please visit [http://www.michigan.gov/mdard/0,4610,7-125-50772\\_45851-240577--,00.html](http://www.michigan.gov/mdard/0,4610,7-125-50772_45851-240577--,00.html)
- All food and products offered for sale at the Market must be grown locally or produced in Michigan, made by the Vendor, or by the person(s) listed on the Vendor Application.
- **Does the Vendor have liability insurance? (check yes or no)**  YES  NO 
  - Vendors that do not possess liability insurance must sign the attached Hold Harmless Agreement and submit it with their application.
  - Vendors that do possess liability insurance must add the Huron-Clinton Metropolitan Authority as an additional insured.
  - It is understood and agreed by naming the Huron-Clinton Metropolitan Authority as additional insured, coverage afforded is considered to be primary and any other insurance the Huron-Clinton Metropolitan Authority may have in effect shall be considered secondary and/or excess.
  - The Vendor then needs to submit their Certificate of Liability with their Vendor Application.

## Compliance with Government Regulation, Food Samples/Vendors, and Organic Certification

- Vendors are responsible for complying with the state and local health department and licensing regulations governing the production and sale of their products and the offering of samples.

### Oakland County Health Department

Website: <https://www.oakgov.com/health>

Phone Number: (248) 858-1000

### Michigan Department of Health and Human Services

Main Website: <http://www.michigan.gov/mdard/>

- Vendors are responsible for reporting and collecting all sales tax.
- Vendors must have all required permits and/or licenses and provide copies of said document to the Farm Supervisor or Market Manager prior to the start of the Market day.  
Examples include: Plant/nursery licenses



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Certified kitchen licenses

Organic Certification (if selling certified organic produce)

Vendors who fail to comply with applicable local, state, and federal laws and regulations may be subject to removal from the Market and forfeiture of stalls fees.

## Labeling, Signage, and Pricing

- All price lists must be supplied to the Farm Supervisor or Market Manager on request. No price changes are allowed on the day of the Market.
- All Vendors shall post a sign no smaller than 8 ½ x 10 with their name & location of their business. All signs are subject to the approval of the Farm Supervisor or Market Manager.
- Vendors that fall under the Cottage Food Law are required to follow proper labeling guidelines (for more information please visit [http://www.michigan.gov/mdard/0,4610,7125-50772\\_45851-240577--,00.html](http://www.michigan.gov/mdard/0,4610,7125-50772_45851-240577--,00.html)) Vendors will not be able to sell their products if they are not properly labeled. In addition, Cottage Food Law Vendors must provide all required documents and follow all Vendor Rules and Regulations before being accepted into the Market.
- Please have items clearly marked with their prices for customers to see.
- As a courtesy to costumers, please clearly mark which fruit and vegetable products are:
  - Certified Organic
  - Locally grown/produced
  - Not your own (must be identified with a clearly visible sign that states the product's point of origin; must also have been listed on the Vendor's Application).
- Improperly labeling or falsely advertising your products hurts the reputation of your business, our market, and farmers markets as a whole. Those who knowingly mislead the public may be subject to removal from market and forfeiture of stall fees.

## Artisans

- Please follow the above mentioned Vendor Rules and Regulations.
- Additionally, you must submit two photos of your work with your application in order to be considered for an approved Vendor position.
- No buying and reselling is allowed.
- All items must be made in Michigan.

## Market Code of Conduct

- The Market expects that all Market Vendors be reliable, be set up to greet customers for the opening of market by 12:00 pm and maintain a good, positive attitude for the duration of the Market hours.
- Vendors are expected to openly and honestly share information about their food and food sources. The integrity of the Market relies on it.
- Vendors must use the Dispute Mediation Process described below for any concerns, complaints, disputes or other matters in controversy (each a "claim") arising out of or related to participation in the Market. The process shall be a condition precedent to litigation. It is the intent of the parties to resolve claims, should they arise, in a cooperative and problem solving manner, as well as at the least formal level possible. All



claims must be raised within sixty (60) days of the event or occurrence giving rise to the claim, or be forever waived. A Vendor shall follow these steps for dispute resolution: ○ Vendors must discuss any claims with the Farm Supervisor and/or the Market Manager on-site before or after market hours.

- If the Farm Supervisor and/or the Market Manager is unable to resolve the issue, Vendors may contact the Manager of Interpretive Services to discuss possible solutions.
  - If the Vendor and the Manager of Interpretive Services are unable to agree to a resolution after reasonable attempts, then either or both parties shall be free to pursue recovery of claims at law.
  - During the pendency of this dispute resolution process, the parties agree that any statute of limitations applicable to all claims that are the subject of this process shall be tolled.
- The Market and immediate vicinity is a “Family Friendly” area and everyone is expected to act appropriately.
  - Vendors are required to wear shoes and shirts at all times.
  - Vendors should wear clean clothing and present a professional appearance.
  - Vendors may not smoke in any Vendor area.
  - Foul language, profanity, or other rude behavior is not permitted.
  - Possession of firearms, consumption of alcohol, use of drugs, or operating under the influence is not permitted and is grounds for permanent eviction from the Market.
  - Incidents of unruliness and verbal disdain will not be tolerated and will result in immediate and permanent expulsion from the Market.

## Vendor fees

- **Vendors will be assigned a space as they become available at a rate of \$25 per day.**
- If you are accepted as a Vendor at the Market your payment will be due within 30 days of your invoice date. Payments received later than 30 days from the invoice date are subject to a late penalty. ○ Only prepaid Vendors in good standing are guaranteed space (and the same space every week).
- Vendor fees are non-refundable, except in the case of documented (in writing) circumstances that unexpectedly don't allow a Vendor to continue to participate for the remainder of the season. These include major illnesses or sudden relocation, but do not include factors such as sales being lower than expected or other market opportunities arising.
- The Vendor spaces are assigned to Vendors. There will, however, be limited spaces that allow for vehicles and wares to be set-up on a limited grassy area adjoining the set market location. Request for specific locations will be considered based on vehicle size and logistics of items being sold and will be assigned by the Farm Supervisor or the assigned Market Manager.



## Attendance at the Market: Rain or Shine

- To help ensure a successful market, our patrons need to know that when they visit the Market they will be exposed to a variety of Vendors and a diverse assortment of products. A less than full market will not only look unappealing to passersby but can also dissuade market patrons from returning in the future. All Vendors are required to give the Farm Supervisor or Market Manager 48 hours' notice if they will be unable to attend any given market date. The purpose of this policy is to allow farm staff an opportunity to fill your space by reaching out to interested Vendors who submitted their information for consideration.
- Cancellations must be received by 10 a.m. on Thursday (48 hours prior to the Market opening). The Market is rain or shine so late cancellations due to weather conditions are not acceptable. There are neither refunds nor discounted rates for cancellations, and all payments are non-transferable. Acceptable methods of cancellation:
  - Call the Kensington Metropark Farm Center Office: (248) 684-8632. Leave a voicemail if a staff member is not available.
  - Email both the Farm Supervisor at: [patrick.bigelow@metroparks.com](mailto:patrick.bigelow@metroparks.com) and the Market Manager at: [chelsea.juengling@metroparks.com](mailto:chelsea.juengling@metroparks.com)
- Late cancellations and no call–no show may be subject to a penalty fee of \$20 to be paid on the next market date. Chronic cancellations and no shows (Vendors missing 3 or more market dates) may have their market space reservation revoked without refund.

### **Mail payments, application, proof of insurance, and any other forms to:**

(Please provide original documents)

Kensington Metropark Farm Center  
Festival Market  
2240 W. Buno Rd.  
Milford, MI 48380

### **Checks payable to:**

Huron Clinton Metropolitan Authority



## Kensington Metropark Festival Market Vendor Application Form

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

Address: \_\_\_\_\_  
(Street, City, State, ZIP Code, County)

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

Telephone: \_\_\_\_\_ Cell: \_\_\_\_\_

Texting Available? Yes \_\_\_\_\_ No \_\_\_\_\_

E-Mail: \_\_\_\_\_

Number of spaces requested: \_\_\_\_\_

- Insurance (check one)  Certificate of Insurance attached to application  
 Hold Harmless agreement signed and attached to application

Dates Attending:

Spring	4/27	4/28
Summer	7/6	7/7
Fall	10/5	10/6

(Please circle dates you expect to attend)

Products to be sold:

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By signing this application, I agree that I have read the rules and regulations of the Kensington Metropark Festival Market and agree to comply with them. Further, I agree to sell only those items listed in the Vendor Application form unless an additional request is granted at a later date. I acknowledge full responsibility for all my actions and activities in the Market (and for those assisting me).

\_\_\_\_\_  
Signature of Applicant

**Return this application to:**  
Kensington Metropark Farm Center  
Festival Market  
2240 W. Buno Rd.  
Milford, MI 48380





**Hold Harmless/Indemnification**

To the fullest extent permitted by law \_\_\_\_\_ agrees to defend, pay on behalf of, indemnify, and hold harmless the Huron-Clinton Metropolitan Authority, its elected and appointed officials, employees, agents, volunteers, and others working on behalf of the HuronClinton Metropolitan Authority against any and all claims, demands, suits, or losses, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the Huron Clinton Metropolitan Authority, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arise out of the Kensington Metropark Festival Market events.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature