THE OLD WINERY FARMERS MARKET

VENDOR CONTRACT AND APPLICATION

2012/13 WINTER MARKET SEASON

LOCATED IN DOWNTOWN FARMINGTON'S HISTORIC OLD WINERY

AT 31505 GRAND RIVER AVE., FARMINGTON MI., 48336

CONTACT INFORMATION

Farm/Business Name _____

Applicant Name _____

Mailing Address _____

City _____ State _____ Zip _____ County _____

Phone (Business) _____ (Home) ——————————-- Cell _____

Fax _____ other _____

Email _____ Web Site _____

Designated On Site Contact _____ On Site Contact Phone _____

Have you sold at our Winter Market in previous years? Yes _____ No _____ How many Years _____

Are you a regular season Vendor at The Downtown Farmington Farmers & Artisans Market? Yes ____ No ____ How many Years _____

Do you participate in any other markets? Yes _____ No _____ If yes, which ones? _____

Vehicle(s): Make: _____ Model: _____ License Plate Number _____

Make: _____ Model: _____ License Plate Number _____

MARKET CATEGORIES Please check all that apply:

_____ **Produce**– Fruits & Vegetables- Out of State/ Country Produce is permitted in the Winter Farmers Market with prior permission from Market Management.

_____ **Plants/ Flowers**- Flower vendors are allowed to bring to the market plants/ Cut Flowers that they buy from a wholesaler. Priority for space will be given to those vendors that raise their own plants.

_____ **Food Items**- Includes baked goods, eggs, honey, jellies, jams, meats, sauces, cheeses, and cider. These items mush have the appropriate licenses to be sold at the market.

_____ **Original Art Work**- Examples are jewelers, ceramics, oils, water colors, photography, metal smithing, iron works and mixed media.

_____**Crafts/Other-** Handmade craft items produced by the vendor include but are not limited to : dried flowers, wreaths, baskets, garden décor, woodwork, soaps, and clothing.

_____ **Nonprofit/ Charitable Organizations***- please describe: _____

_____

_____

_____

PRODUCT LIST- Please provide a complete list using a separate sheet of paper.

SET UP– Please provide a brief description of your booth arrangement and size requirements below to help in assigning spaces. Describe table set ups, etc. Artisan's & Crafter that have not participated in TOWFM in previous years must submit photo's of work and set up at market or craft shows to be considered. This does not guarantee you will receive exactly what you would like, but will aid us in best meeting the market and vendor needs.

Do you require electricity? Yes _____ No _____ Please describe electric needs and devices used. _____

Electricity is an additional $5 per week. No discount on this.

FEES: Circle Only One

A. **Full Season**: Total of 21 weeks- Standard 8' frontage with 6' depth or Outdoor Space (10x10) $470.00 prepay saves $50.00/space

A 'NO SHOW' OR CANCELATION OF LESS THAN 24 HOURS WILL BE CHARGED THE $25 STALL SPACE FEE. NO EXCEPTIONS WILL BE MADE. *_____ signature & date testifies that you have read and understand this rule.

B. **Daily Vendor**: Per Saturday- $25/ Standard 8'frontage **OR** Outdoor Space (10x10)

Circle dates of attendance you would like to attend: By your circling dates does not guarantee your acceptance on those days;

December:	8	15	22	29	
January:	5	12	19	26	
February:	2	9	16	23	
March:	2	9	16	23	30
April:	6	13	20	27	

**Nonprofit, charitable organizations are welcome at the Market. Organizations setting up information and donation-only tables will be allowed to set up free of charge, although limited space will limit quantity of organizations per market day. The Old Winery Farmers Market is a private space and not a public forum. Organizations espousing controversial and/or incendiary messages (i.e. political or religious groups) are not allowed. Organizations selling a product in order to raise funds will be charged the Daily Rate rental fee. Determination as to acceptability to participate in the market will be made by the Market Management Team.

LICENSES, PERMITS, & CERTIFICATIONS;

Vendors are responsible for complying with local, state, and federal requirements governing the sale and production of their products, and for acquiring the necessary permits and licenses. Vendors are required to proved OWFM with copies of all relevant licenses, certifications and permits prior to participation in market.

2011/12 THE OLD WINERY FARMERS MARKET AGREEMENT:

I REQUEST PERMISSION TO SELL AT The Old Winery Farmers Market. I have read and agree to abide by TOWFM 's rules and Regulations as well as all laws, codes and regulations, to cooperate with Market Management and to pay the required stall fee. I agree to indemnify and hold harmless TOWFM and the owners/landlords of The Old Winery, their officers, directors, employees, representatives, agents and volunteers from and against all liability, claims, demands, losses, damages, levies and causes of action or suits of any nature whatsoever, arising out of or related to my activities at TOWFM. I understand that this application relates only to the products listed herein and that any further products will require another application,. Unless otherwise specified in TOWFM Rules and Regulations, any violations, of this agreement may result in suspension or termination from the Market at the discretion of the Market Management. Market rules are subject to change at any time for any reason, with 7 days notice given to current market vendors before they take effect. I understand that market assignments may not be transferred to any other party. I certify that the products above are produced in accordance with all county, state and federal laws and grown or produced by myself unless otherwise noted.

Duration of the Agreement: This agreement applies to the 2012/13 TOWFM season (Dec. 8/12– Apr.27/13) and in no way implies acceptance in the future.

We often receive phone calls from the press or potential customers. May we give them your name and phone number.

Yes _____ No _____

TOWFM plans on updating our website this season. May we post your contact information?

Yes _____ No _____

May we link to your site?

Yes _____ No _____

May we use your photo/image for marketing/advertising purposes?

Yes _____ No _____

Farm/ Business Name: _____

Signature: _____ Date: _____

All forms must be completed in their entirety to be considered for market acceptance.

The Old Winery Farmers Market

Market Manager, Jean Smith

810-672-9905, cell 810-837-1727

gardengate@emypeople.net

See who we are at www.theoldwinerymarket.com

See us on Facebook at wintermarket

twitter@TOWfmMkt

Application Rec'd: _____

Application Approval Date: _____ **Initial:** _____

Input Date: _____ **Initial:** _____

Invoiced On: _____

Payment Rec'd: _____

THE OLD WINERY FARMERS MARKET

2012/13 AGREEMENT OF COMPLIANCE

I, _____, have read and am fully aware of The Old Winery Farmer's Market rules. I hereby agree to comply with these rules and regulations, and all other Federal, State and local regulations that apply, knowing full well that I will forfeit my right to sell at The Old Winery Farmer's Market if I am found in noncompliance.

I further agree to defend, indemnify and hold harmless the City of Farmington, the Owners/ Land Lords of The Old Winery, David White, The Garden Gate Heirloom-Organics CSA Farm, Neil and Jean Smith, and all of its entities of persons affiliated with and / or acting on its behalf. This indemnification / hold harmless agreement includes any and all claims, suits and damages which may be asserted against the above which in any way arise out of or are connected with this agreement and / or the activities conducted with this agreement.

Name: _____

Signature: _____

Dated: _____

THIS FORM MUST BE RETURNED TO BE ELIGIBLE TO SELL AT THE MARKET.

Return this form with Application. Without this form, your application will not be considered.

DATE RECEIVED: _____ INITIALS: _____

THE OLD WINERY FAMERS MARKET

LOCATED IN THE HISTORIC OLD WINERY IN DOWNTOWN FARMINGTON

31505 GRAND RIVER AVE, FARMINGTON MI., 48336

RULES AND REGULATIONS FOR 2012/13 WINTER MARKET SEASON

Location and hours of Operation:

We will meet in The Historic Old Winery at 31505 Grand River Ave. in Downtown Farmington.

Saturdays at 9:00 am to 2:00 pm. Dates of the market are: Dec. 8, 15, 22, 29, 2012; January 5,12,19,26, 2013; February 2,9,16,23 2013; March 2,9,16,23,30,13; April 6,13,20,27, 2013.

Statement of Purpose:

The Old Winery Winter Farmers Market (OWFM OR the Market) has been created to establish a year round market for the Farmington and surrounding communities.

*To bring people together in a community activity

*To strengthen and support local farmers/ producers

*To support local entrepreneurs and small businesses

*To stimulate Farmington's downtown and support Oakland County

*To run a self-sufficient market

Who Can Sell?:

Both food and non-food sellers must be directly involved with the production of their product. Buying and selling of wholesale items is not permitted. Used items are not permitted to be sold at the market, this is not a flea market.

Carrying:

Carrying is defined as bringing to market and selling goods that were produced by someone other than the registered vendor. Carrying is permitted for this reason: to allow growers the freedom to send a family member, friend, or employee to sell their goods or another's goods. This allows a small grower to sign up for multiple markets within the same growing season. No wholesale or resale of goods obtained from other areas is permitted. Vendors who are carrying must submit contact information (addresses, phone members, etc.) for the growers of goods they are carrying to the market management team for verification and approval. A maximum of 50% of goods being sold may be from a producer other than the registered vendor on each market day.

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: meat, poultry, cheese, dairy, eggs, baked goods, soaps, beeswax, juice, cider, honey, syrup, vinegar, jams, pasta's, oils, chocolates, and sauces.

C. Non Food Items: i.e. Pottery, garden related items, sculptures, and birdfeeders produced by the vendor. Pictures and/or portfolios are required for admission of non food items. Market Management will notify you of your acceptance.

Growing Certifications:

Vendors who have growing certifications are encouraged to post their certifications for customers to see . For example, if you are certified organic, certified Naturally Grown, or any other certifying agencies, we recommend you advertise accordingly. The Market Management will expect to see proof of certification from any vendor who claims to hold growing certifications and reserve the right to pull any signage that is not in accordance with your growing methods.

Sampling: We do encourage sampling if prepared in accordance with the Oakland County Health Department regulations. Please let Market Management know the days you plan to do special sampling.

Membership Process

There is a yearly fee of $10.00 for administrative costs due with the application. The fee will only be accepted upon Vendor acceptance. All potential vendors must complete and submit an application for The Old Winery Farmers Market. Before permission to be at the TOWFM is granted, potential vendors must present current Michigan Licenses and permits *(as required) and it is the vendor's responsibility to retain/ display/ provide this paperwork when applicable.

Signage:

The Market will provide a Sign for each Regular and Daily Vendor specifying Farm/ Business Name and City. There will be a fee required by each vendor of $15.00 for the sign. Market Management will display sign. The sign is the property of the TOWFM. The only exception for this is for Special Market Vendors who are only present one time for Special Events. This fee is due with application.

Vendor Performance:

***ABSOLUTELY NO SMOKING ON OR OUTSIDE OF THE PREMISES!**

*Do not use city trash barrels or Market Locations containers for your refuse. **All trash must be taken with you when leave.** You must completely clean your area. (i.e. Sweep floor if necessary) etc.

*All vendors are subject to Federal and State laws relative to health, sanitation, sales taxes, weights and measures.

*All disputes will be taken to the Market Management Team.

*Vendors shall unload all equipment, product, etc. as soon as possible and then move vehicles to the parking lot behind building. There is one loading dock to work through, therefore vendor consideration and respect should be in action at all times.

*Vendors will act in a professional and courteous manner with customers (i.e. Stand and greet customers and say hello– don't just sit in your chair and ignore them), the Market Management Team & other vendors at all times! Absolutely NO derogatory actions will be tolerated.

Weekly Vendor's Market Basket Drawing:

Although it is not necessary, each vendor will be asked to donate a product to be given away each week as part of the vendors Market Weekly Basket drawing. We ask that each vendor attach their farm or business name in a professional and attractive way. (i.e. A label, cute tag or business card, etc.) so that the winner of the basket can clearly identify the item to the giver. This will allow the customer to come back to you to purchase more items. One other consideration is to donate a consumable product if at all possible.

Cancellations:

The success of a farmer' market depends on the commitment of its vendors. We all depend on each other to show up as promised. In the event you need to cancel, you must notify one of the Market Management Team that you will be unable to come at least 24 hours ahead of time, if at all possible. Vendors who have not arrived on a market day by 8:00 am and have not made arrangements with the TOWFM Management Team should be prepared to forfeit their space, or be reassigned a space for that day, if one is available. **THE $25 STALL FEE WILL STILL BE REQUIRED FOR ANY VENDOR THAT IS A 'NO SHOW' OR CANCELATION OF LESS THAN 24'S. NO EXCEPTIONS WILL BE MADE.**

Due to this being a Winter Market, weather will play a factor to a certain degree. The Market Management Team will be present at all markets and the market will be open unless unforeseeable circumstances prohibit this. All attempts will be made to contact each vendor if the market will be cancelled. We will reschedule the market if at all possible. If you do not receive notice via phone, the Market will be open. Realizing that driving in bad weather will play a part in your attendance, please leave adequate time for driving and safety.

Payment Process: There are two ways to participate in the market:

A. Prepaid Full Season Membership: Cost is $470.00 for 21 Weeks of one 8' standard frontage OR 10X10 Outdoor Space, plus $5.00/day for electricity if required

B. Daily Vendor Space- $25/ Day for 8' frontage or 10x10 Outdoor Space, plus $5/day for electricity if required.

TOWFM Management Team reserves the right to fill space if it remains unoccupied on any given market day. Vendors are accepted in order of how consumable their product is, with most quickly consumable products given first priority.

Set Up and Takedown/ Product Display & Appearance:

*Vendors are responsible for their own booths. Doors will be open at 7:00 am for vendors to get their equipment/product inside. Please take into consideration we will have only one door. You must unload all your materials, supplies, product, etc. and then immediately move your vehicle to the designated parking lot. You may NOT set up while your vehicle is in the loading dock area. No exceptions will be made to this rule. Handicapped parking will be designated as needed.

***Tablecloths MUST be used!** It gives the vendor a much more polished appearance and will give the entire market a more distinguished atmosphere. Displays must be neat and orderly at all times. Our goal is to be an upscale market.

*Food items shall be displayed on a table or bench. Any food items placed on the floor or ground must be enclosed in a container, i.e. baskets, boxes, crates, etc

*Each vendor must display something in a clear manner to let customers know who they are and where their business is located.

*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 meeting Oakland County Health Department regulations.

*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, signage, etc.)

*Vendors may leave any equipment, tables, chairs, product, etc. that does not require continued electricity or will not spoil in Market facility. The space is rented December through April. Market Management must be notified as to what will remain in building. The TOWFM and the Landlords/ Owners of The Old Winery will assume no responsibility for loss, theft, damage, fire or any other incidence for any equipment, product, or anything else left behind by any vendor.

*Market doors will be opened to the public for business at 9:00 am.

*Takedown begins at the close of Market– 2:00 pm. The doors will be locked, to not allow any further customers from entering in, but please be considerate to our last minute customers and those that are finishing up.

***IT IS EACH VENDORS RESPONSIBILITY TO CLEAN UP THEIR SPACE. PLEASE HAVE NECESSARY EQUIPMENT, BROOMS, DUSTPANS, ETC. WITH YOU. IF MANAGEMENT MUST CLEAN YOUR SPACE THERE WILL BE A $25 CHARGE TO YOU. NO EXCEPTIONS WILL BE MADE TO THIS RULE!**

*Vehicles may be brought up to loading dock starting at 2:00pm with the same considerations for other vendors as in the morning.

Grievance Procedure:

A. If a problem arises with the policies of the market or with another vendor, a meeting will be arranged with the Market Management Team and affected vendor(s) to resolve the issue.

B. If step "A" does not resolve the issue, the Market Management Team has the right to terminate any and all vendors involved if situation deems necessary. No monetary refund will be made to terminated vendor(s) if this is a result.

C. The Market Management Team has the right, if necessary, to amend these rules & regulations as it deems necessary.

Vendor Requirements:

*A copy of the vendor's Michigan State Retail Tax License. State Law requires that we mush verify the retail tax license number of every person selling at the Farmer's Market. A completed 2012/13 Winter Season Application form to TOWFM

*A Completed Agreement of Compliance form

*A copy of your Insurance Liability coverage. Please name The Garden Gate Heirloom-Organics CSA Farm, David White and The Old Winery as additional insured.

*__General Rules:__

*No pets are allowed in the market, except leader or assistance dogs.

*No alcoholic beverages of any kind permitted in the building.

*The use of televisions or stereo systems is prohibited.

*Use of abusive language will not be tolerated on the market grounds. The TOWFM Management Team will determine what is abusive and reserves the right to enforce this rule as it deems fit.

*All vendors must park in designated parking lot.

*No one may sell or attempt to sell any merchandise on the market grounds without the express permissions of the Market Management Team.

*The City of Farmington, Property Owners/ Lessee's, The Old Winery Farmer's Market, The Garden Gate Heirloom-Organics CSA Farm, Neil and Jean Smith, or it's employees 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, unless specifically allowed by the TOWFM Management Team.

Violation of the signed Vendor Agreement/ Application of Market Rules and Regulations or refusal or failure to submit or display valid copies of appropriated product licensure will result in termination of market membership with no monetary refund being expected.

All question/issues should be brought directly to the one of the TOWFM Market Management Team members.

Neil or Jean Smith, 810-672-9905, cell 810-837-1727

gardengate@emypeople.net

www.theoldwinerymarket.com

__Please return all required forms to:__

Jean Smith

4324 Mushroom Rd.

Snover, Mi. 48472-9718