2018-19 Public Market Policies & Procedures

MARKET DAYS

• Wholesale Grower Market: Midnight to 7:00 AM, weeknights Apr-Nov
• Saturday Market: 6:00 AM to 4:00 PM, year-round
• Sunday Street Market: 10:00 AM to 4:00 PM, Jun 3–Sep 30
  o Holiday Sundays: Nov 25, Dec 2, 9, 16, 23
• Tuesday Market: 9:00 AM to 3:00 PM, Jun 5–Sep 25
  o Holiday Tuesdays: Nov 20, Dec 18
• Thursday Night Market: 5:00 PM to 10:00 PM, Jun 21, Jul 19, Aug 16, Sep 20

MARKET OFFICE: Mon-Sat: 8:00 AM to 4:00 PM

   (313) 833-9300

MARKET MANAGER: marketmanager@easternmarket.org

   (313) 283-9680 – during market hours only

WELCOME CENTER

• Tuesdays: 9:00 AM to 3:00 PM, Jun-Sep
• Saturdays: 7:00 AM to 4:00 PM, year-round
• Sundays 10:00 AM to 4:00 PM, Jun-Sep
Eastern Market is managed by the 501(c)(3) non-profit Eastern Market Corporation.

VISION
Creating the most inclusive, resilient, and robust regional food hub in the United States.

MISSION
We leverage Eastern Market’s dynamic history, manage operations, develop programs, build facilities, and provide critical infrastructure to:

• Strengthen the Eastern Market District
• Improve access to healthy, green, affordable, and fair food choices in Detroit and throughout Southeast Michigan
• Fortify the food sector as a pillar of regional economic growth

NON-DISCRIMINATION
Eastern Market Corporation (EMC) and its vendors shall not discriminate against any worker, employee or applicant or any member of the public with respect to race, color, religion, national origin, gender or sexual orientation, age, veteran status, marital status, handicap or any other status or condition protected by Federal or state law, except where a bona fide occupational qualification exists. Violation of anti-discrimination laws or behavior deemed to violate such laws may result in eviction from the market with no refund of fees or rents paid.

PROHIBITION ON OFFENSIVE LANGUAGE AND SIGNAGE BY MARKET VENDORS
As a matter of good customer service for all visitors, the Market prohibits the display of any hate symbol (e.g., confederate flags, swastikas, etc.) by staff or vendors while on market property.

Vendors are expected to cover or remove any hate symbol from their person or vehicle while on market property.
# Table of Contents

1. HOW TO BECOME A VENDOR AT EASTERN MARKET ................................................................. 3  
2. VENDOR CATEGORIES/DEFINITIONS ........................................................................... 3  
3. APPLICATION & STALL RENTAL AGREEMENT .................................................................. 4  
4. PRODUCT MIX/PRODUCTS APPROVED FOR SALE .......................................................... 5  
5. ATTENDANCE POLICY: ALL MARKET DAYS ........................................................................ 5  
6. STALL LEASE RATES: ALL MARKET DAYS ........................................................................ 6  
7. SATURDAY/WHOLESALE SEASONAL LEASE PAYMENT POLICY .................................... 7  
8. SUNDAY SEASONAL LEASE PAYMENT POLICY ................................................................. 7  
9. TUESDAY SEASONAL LEASE PAYMENT POLICY .............................................................. 8  
10. DAY STALL RESERVATION PROCEDURE: ALL MARKET DAYS .................................... 8  
11. STALL PAYMENT POLICY: ALL MARKET DAYS ............................................................. 8  
12. LEASEHOLDERS: WHAT DAYS CAN YOU COME TO MARKET? ..................................... 9  
13. LICENSING & REGULATIONS ....................................................................................... 10  
14. INSURANCE .................................................................................................................. 10  
15. ALTERNATIVE CURRENCIES ....................................................................................... 10  
16. FOOD RESCUE ........................................................................................................... 12  
17. QUALITY STANDARDS .................................................................................................. 12  
18. PACKAGING AND PRESENTATION ............................................................................. 13  
19. WORDS USED ON SIGNS AND LABELS ......................................................................... 14  
20. CLEANLINESS & TRASH HANDLING ............................................................................ 15  
21. STALL USE GUIDELINES ............................................................................................ 15  
22. VEHICLES & PARKING ................................................................................................ 17  
23. FINES & PENALTIES .................................................................................................... 17  
24. VENDOR GRIEVANCE POLICY .................................................................................. 18  
HOW TO HAVE A GREAT MARKET DAY ........................................................................... 19
1. HOW TO BECOME A VENDOR AT EASTERN MARKET

1.1. We accept applications from farmers & growers all year round. If you are a Michigan or regional farmer, we encourage you to submit an application at any time during the year. For all other new vendors, the application process is open during the month of February.

1.2. **READ THIS DOCUMENT:** It will tell you everything you need to know about selling at Eastern Market and help you determine if we are the right fit for you. Please take special note of the multiple market days: Saturday, Sunday, Tuesday, Thursday Night, and Wholesale.

1.3. **COMPLETE & SUBMIT VENDOR APPLICATION:** Your application must include supplemental materials such as photographs, copies of promotional materials, or samples (when appropriate).

1.4. **DECISION PROCESS:** All new vendor applications will be approved or denied within two weeks.

2. VENDOR CATEGORIES/DEFINITIONS

2.1. A vendor is an individual or business that leases space in the Market. EMC currently leases to vendors in the following categories:

2.1.1. **FARMER:** A vendor that grows 100% of his/her own products, **AND** who owns, leases or operates a farm, dairy, orchard, greenhouse, nursery, poultry farm or raises livestock. This includes those who produce products made completely or predominantly of ingredients and materials grown on or gathered from their farm, dairy, orchard, garden, greenhouse, nursery, apiary or forest.

2.1.2. **FARMER/DEALER:** A vendor that grows less than 100% but more than 50% of his/her own products, **AND** who owns, leases or operates a farm, dairy, orchard, greenhouse, nursery, poultry farm or raises livestock. This includes those who produce products made completely or predominantly of ingredients and materials grown on or gathered from their farm, dairy, orchard, garden, greenhouse, nursery, apiary or forest.

2.1.3. **DEALER:** Any vendor who grows less than 50% of his/her own products, regardless of whether he/she is Michigan based.
2.1.4. **SPECIALTY:** A vendor that processes food items for resale. Specialty food products must be produced in a commercially licensed kitchen. Generally, the items must be manufactured or finished with ingredients grown in Michigan. The specialty category includes items like: *processed produce, baked goods, dairy, eggs, jams, jellies, honey, syrup, sauces, coffee, meat, seafood or poultry.* Please note we do not accept applications for *hot dog carts, cotton candy, Bavarian roasted nuts, syndicated or franchised products.*

2.1.5. **FOOD TRUCK/CART/TENT:** Any vendor that sells items prepared for immediate consumption on or off the premises via a food truck, food tent, or food cart licensed by the appropriate authority (e.g., Michigan Department of Agriculture, City of Detroit Health Department). This can include *ready to eat meals, hot foods, sandwiches, salads, cut fruit, ice cream, coffee, smoothies.*

2.1.6. **MATERIAL GOODS:** Products that are not plant, flower or food. Including, but not limited to handmade/produced goods, antiques, collectibles, clothing, jewelry, accessories, art/decorations, hobbies and tools or other items made, enhanced/augmented or offered for resale.

2.2. **EMC RESERVES THE RIGHT TO LIMIT THE NUMBER OF VENDORS AND/OR SPACES LEASED IN ALL CATEGORIES.**

3. **APPLICATION &STALL RENTAL AGREEMENT**

3.1. **APPLICATION:** All potential Vendors must fill out an application to begin the review process. Existing vendors must complete the Vendor Update Form.

3.2. **STALL RENTAL AGREEMENT:** All Vendors must sign a Vendor Agreement on an annual basis.

3.3. **RIGHT OF REFUSAL:** Eastern Market Corporation reserves the right to reject any applicant that does not meet Market requirements.

3.4. **VIDEO/FILMING RELEASE:** Filming/recording for promotional, commercial or other purposes may occur at Eastern Market during any market session. All vendors at market consent either by signing the stall rental agreement, paying their stall rent or otherwise occupying space at Eastern Market to be filmed/recorded, and provide release of all
rights related to such filming or other recording to EMC and any entity authorized by EMC to film or record on or in any premises under the management of EMC.

4. PRODUCT MIX/PRODUCTS APPROVED FOR SALE

4.1. Creating a robust shopping environment with an interesting and diverse produce mix is central to EMC’s mission. Admission to the market is based on specific products approved by Market Management. Before any additional products outside of a vendor’s specialty are sold, vendors must fill out a Product Addition Form. A farmer adding carrots, for example, does not need to submit a Product Addition Form. However, a farmer adding value-added products, or a specialty vendor adding a new item, is required to submit a Product Addition Form, available by contacting marketmanager@easternmarket.com. Product addition requests will be reviewed by Market Management.

5. ATTENDANCE POLICY: ALL MARKET DAYS

5.1. Annual stall lease holders are expected to attend all of the market days during their specific product season(s) and are further expected to be at the Market during all published market hours. Early breakdown is by pre-arrangement with the Market Manager only.

5.2. ABSENCE FROM MARKET: If you are going to be absent during specific market weeks, vendors are required to inform market management in a timely manner, as requested via weekly communications.

5.3. LATE ARRIVAL: Market management may fill any stalls that are empty if the stall occupant has not notified market management that they will be late.

5.3.1. IF YOU ARE RUNNING LATE, PLEASE CONTACT THE MARKET MANAGER TO HOLD YOUR STALL:

(313) 283-9680 – during market hours or marketmanager@easternmarket.com

5.3.2. CUT OFF TIMES:

5.3.2.1. Tuesday, 8:30 AM
5.3.2.2. Saturday, 6:00 AM
5.3.2.3. Sunday, 9:00 AM
5.3.2.4. Thursday Night, 3:00 PM
### 6. STALL LEASE RATES: ALL MARKET DAYS

#### 6.1 Yearly/Seasonal Leases

<table>
<thead>
<tr>
<th>Market</th>
<th>Vendor Type</th>
<th>Rate</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wholesale</td>
<td>Wholesale</td>
<td>$1,250</td>
<td>Apr 1, 2018 - Mar 31, 2019</td>
</tr>
<tr>
<td>Saturday</td>
<td>Farmer</td>
<td>$1,775</td>
<td>Apr 1, 2018 - Mar 31, 2019</td>
</tr>
<tr>
<td></td>
<td>Farmer/Dealer</td>
<td>$2,075</td>
<td>Apr 1, 2018 - Mar 31, 2019</td>
</tr>
<tr>
<td></td>
<td>Dealer</td>
<td>$2,300</td>
<td>Apr 1, 2018 - Mar 31, 2019</td>
</tr>
<tr>
<td></td>
<td>Specialty</td>
<td>$3,600</td>
<td>Apr 1, 2018 - Mar 31, 2019</td>
</tr>
<tr>
<td>Sunday</td>
<td>All Vendors</td>
<td>$560</td>
<td>Jun 3 - Sep 30 &amp; Holiday Markets (Nov 25, Dec 2, 9, 16, 23, 2018)</td>
</tr>
<tr>
<td>Tuesday</td>
<td>All Vendors</td>
<td>$450</td>
<td>Jun 5 - Sep 25 &amp; Holiday Markets (Nov 20, Dec 18), 2018</td>
</tr>
</tbody>
</table>

#### 6.2 Day Stalls

<table>
<thead>
<tr>
<th>Market</th>
<th>Vendor Type</th>
<th>Rate</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Saturday</td>
<td>Farmer or Farmer/Dealer</td>
<td>$75</td>
<td>Jan - Apr &amp; Jul - Dec</td>
</tr>
<tr>
<td></td>
<td>Farmer or Farmer/Dealer (peak season)</td>
<td>$85</td>
<td>May - Jun</td>
</tr>
<tr>
<td></td>
<td>Dealer or Specialty</td>
<td>$85</td>
<td>Jan - Apr &amp; July - Dec</td>
</tr>
<tr>
<td></td>
<td>Dealer or Specialty (peak season)</td>
<td>$115</td>
<td>May - Jun</td>
</tr>
<tr>
<td></td>
<td>Food Trucks</td>
<td>$125</td>
<td>Jan - April &amp; Jul - Dec</td>
</tr>
<tr>
<td></td>
<td>Food Trucks (peak season)</td>
<td>$145</td>
<td>May - Jun</td>
</tr>
<tr>
<td></td>
<td>Material Goods (peak season)</td>
<td>$45</td>
<td>Jan - Apr &amp; Jul - Dec</td>
</tr>
<tr>
<td></td>
<td>Material Goods</td>
<td>$55</td>
<td>May - Jun</td>
</tr>
<tr>
<td>Sunday</td>
<td>All Vendors</td>
<td>$35</td>
<td>Jun 3 - Sep 30 &amp; Holiday Markets @$45 (Nov 25, Dec 2, 9, 16, 23, 2018)</td>
</tr>
<tr>
<td></td>
<td>Food Trucks</td>
<td>$50</td>
<td>Jun 3 - Sep 30 &amp; Holiday Markets @$60 (Nov 25, Dec 2, 9, 16, 23, 2018)</td>
</tr>
<tr>
<td>Tuesday</td>
<td>All Vendors</td>
<td>$30</td>
<td>Jun 5 - Sep 25 &amp; Holiday Markets (Nov 20, Dec 18), 2018</td>
</tr>
<tr>
<td></td>
<td>Food Trucks</td>
<td>$45</td>
<td>Jun 5 - Sep 25 &amp; Holiday Markets (Nov 20, Dec 18), 2018</td>
</tr>
<tr>
<td>Thursday Night</td>
<td>All Vendors</td>
<td>TBD</td>
<td>Jun 21, Jul 19, Aug 16, Sep 20, 2018</td>
</tr>
<tr>
<td></td>
<td>Food Trucks</td>
<td>TBD</td>
<td>Jun 21, Jul 19, Aug 16, Sep 20, 2018</td>
</tr>
</tbody>
</table>
7. SATURDAY/WHOLESALE SEASONAL LEASE PAYMENT POLICY

7.1. **TERM:** The annual lease for all Saturday/Wholesale market tenants begins on April 1 and ends on March 31 unless terminated sooner. Day stall rental agreements are on a week-to-week basis.

7.2. **ANNUAL LEASES:** For the **full year only, no partial or pro-rated years.** Vendor agrees to pay in accordance with the payment guidelines that follow. Non-payment will result in termination of selling rights and the commencement of collection action against the vendor.

7.3. **PAYMENT GUIDELINES:**

   7.3.1. **Annual Stall lease payment is due April 1, 2018.**
   7.3.2. Payment in Full by April 1, 2018: 3% Pay in Full Discount
   7.3.3. Annual Stall lease may be paid in two (2) payments. 50% due on April 1, 2018 and 50% due on July 31, 2018.

8. SUNDAY SEASONAL LEASE PAYMENT POLICY

8.1. **TERM:** The season lease for Sunday market tenants begins on June 3, 2018 and ends on September 30, 2018. Holiday Markets on 11/25, 12/2, 12/9, 12/16, 12/23 will be billed separately.

8.2. **ANNUAL LEASES:** Seasonal stalls are leased for the **full season** only. Payment in full is due before the season starts, or according to a special payment plan to be attached to the vendor’s lease agreement.

8.3. **PAYMENT GUIDELINES:** The fee for a single stall (typically 7.5'x20') is $560.00 for the 18-week season with two Holiday Markets free. The fee for a single stall (7.5’ across) is $35.00 per day.
9. TUESDAY SEASONAL LEASE PAYMENT POLICY

9.1. TERM: The annual lease for Tuesday market tenants begins on June 5, 2018 and ends on September 25, 2018 and includes the Thanksgiving Market (November 20) and Holiday Market (December 18). Annual stalls are leased for the full season only. Preference will be given to vendors willing to commit to seasonal stall leases.

9.2. The Thanksgiving Market and Holiday Market are limited in size. As such, we are reserving space for the Tuesday leaseholders. All other interested vendors will be placed on a waiting list and notified by November 13, 2018 of their status.

9.3. PAYMENT GUIDELINES: The fee for a single stall (typically 7.5’x20’) is $450.00 for the 17-week season with two Holiday Markets free. The fee for a single stall (7.5’ across) is $30.00 per day, $45 per day for Food Trucks.

10. DAY STALL RESERVATION PROCEDURE: ALL MARKET DAYS

10.1. Market management must approve all day stall rentals in advance. All day stall vendors must have a current application and all other required paperwork on file in order to rent a day stall. Vendors may not occupy or spread into empty stalls without permission, as those stalls may already be reserved by another vendor.

10.2. HOW TO RESERVE A STALL:

10.2.1. Contact the Market Manager in advance for the market day desired:
marketmanager@easternmarket.com

10.2.2. Notification of stall availability and location will be communicated via email.

11. STALL PAYMENT POLICY: ALL MARKET DAYS

11.1. Payment of stall and day stall rental fees may be made by cash, check, money order, credit or debit card (Visa, Mastercard, Discover, American Express).

11.2. Stall rental fees are payable to “Eastern Market Corporation”.

11.3. NSF checks will be charged $50 per check plus any bank fees. Returned check fees must be paid in full prior to renting future space.
11.4. Late payments for annual leases will incur a $100 fee for each month a vendor is late. A history of late payments will be used as one of the factors to determine future stall location and market eligibility.

11.5. Late payment of day stall fees must be paid before the next market day.

12. LEASEHOLDERS: WHAT DAYS CAN YOU COME TO MARKET?

12.1. Eastern Market is a closed campus. All vendors must have either an annual lease or day stall agreement in order to occupy space at the market. No vendor may occupy space during any day or time outside the market days approved.

12.2. WHOLESALE MARKET: Vendors with a wholesale lease may occupy space Sunday night through Thursday night from Midnight until 7:00 AM.

12.3. SATURDAY MARKET: Vendors with a Saturday market lease may occupy space Saturday from 6:00 AM until 4:00 PM and are allowed reasonable time for setup and breakdown.

12.4. SUNDAY STREET MARKET: Vendors with a Sunday market lease may occupy space on Sunday from 10:00 AM until 4:00 PM and are allowed reasonable time for setup and breakdown.

12.5. TUESDAY MARKET: Vendors with a Tuesday market lease may occupy space on Tuesday from 9:00 AM until 3:00 PM. Tuesday vendors may begin setup at 7:00 AM and must complete breakdown by 4:00 PM.

12.6. THURSDAY NIGHT MARKET: Vendors with a Thursday Night market day stall agreement may occupy stalls from 5:00 PM until 10:00 PM and are allowed reasonable time for setup and breakdown.
13. LICENSING & REGULATIONS

13.1. GOVERNMENT REGULATIONS: All applicants must comply with current City, County, State and Federal laws governing their business activities. It is the vendor’s responsibility to know which laws are applicable to his or her products.

13.1.1. LICENSING: Each Vendor MUST furnish to the Market Manager current copies of any licenses, permits, inspections and certificates required for the sale of their products before their first sales day.

13.1.2. ASSURING FOOD SAFETY: Eastern Market encourages sampling during public market hours. All vendors are required to practice Minimum Safe Standards for food sampling and safe food handling while at the Market, in accordance with MDARD and City of Detroit Health Department standards.

14. INSURANCE

14.1. Vendors are strongly encouraged to carry personal insurance for general and product liability. EMC carries its own general liability policy. THIS POLICY SPECIFICALLY EXCLUDES LIABILITY OR ANY OTHER INSURANCE PROTECTION TO ANY VENDOR AT EASTERN MARKET. Vendors shall maintain vehicle insurance as required by state law.

14.1.1. For a low-cost insurance option, as well as member discounts, educational programs, and networking across farmers market, we encourage all vendors to join the Michigan Farmers Market Association. For more information please visit www.mifma.org.

14.1.2. Temporary one-day or monthly general liability insurance may be available from some agents. If you are only selling on select days, please call your preferred agent to discuss this option.

15. ALTERNATIVE CURRENCIES

15.1. Eastern Market is proud to accept several forms of “alternative currencies.” These programs are important to both the customers who benefit from additional access to fresh food and to the vendors that sell at our market. Rules and regulations vary from program to program. However, it will be mandatory for all eligible vendors to participate.
15.2. Vendors must finish their two-week trial period before signing up for alternative currencies. For more information on alternative currency eligibility please contact Food Access Coordinator, Patrice Brown at pbrown@easternmarket.com or (313) 833-9300 x 118.

15.3. BRIDGE CARD/SNAP: Eastern Market is able to accept Bridge Card and other SNAP benefits through a token distribution system. Bridge Card tokens are available year-round at the Welcome Center and in Shed 5. They are good year-round and never expire.

15.3.1. Instructions and applications to accept Bridge Card tokens are available in the Welcome Center.
15.3.2. All eligible vendors will receive and MUST display a sign to notify customers that Bridge Card tokens are accepted.

15.4. DOUBLE UP FOOD BUCKS: Eastern Market has received a grant from Fair Food Network, to offer a program that doubles the amount of money that Bridge Card/SNAP users can spend to purchase Michigan-grown fruits and vegetables.

15.4.1. Double Up Food Bucks runs from June 1st through December 31st and goes along with Eastern Market’s regular Bridge Card program. Customers who come to purchase any amount of Bridge Card tokens can double their benefits up to $20 per market visit, to be used for Michigan-grown fruits and vegetables only.

15.5. PROJECT FRESH: A program run through the Michigan Department of Community Health that makes fresh produce available to low-income, nutritionally-at-risk consumers, through Michigan farmers markets.

15.5.1. Clients receive a booklet of coupons to be used from June 1st through December 31st for Michigan grown fresh fruits and vegetables ONLY.

15.6. SENIOR MARKET FRESH: A program run through the Michigan Office of Services to the Aging which provides low-income seniors with coupons that can be exchanged for eligible foods at farmers markets.

15.6.1. Clients receive a booklet of coupons to be used from June 1st through December 31st to buy Michigan grown fruits and vegetables only.
15.7. Other programs may be announced from time to time.

15.8. WARNING: Do not accept alternative currencies if you have not been approved to do so, or do not know what they are. Eastern Market reserves the right to immediately fine up to $1,000, suspend and/or terminate vendors if we observe, or receives evidence of, failure to abide by any of the program rules or intentions.

16. FOOD RESCUE

16.1. Forgotten Harvest, formed in 1990 to combat hunger and food waste, is a non-profit organization whose primary mission is to relieve hunger in the Detroit metropolitan community by rescuing surplus, prepared and perishable food and donating it to emergency food providers. Forgotten Harvest maintains a fleet of 40 refrigerated trucks and specializes in rescuing fresh, perishable food that would otherwise go to a landfill or be plowed back into the soil.

16.2. Forgotten Harvest regularly collects food donations at Eastern Market for distribution to over 200 emergency food pantries, soup kitchens, homeless and domestic shelters, children’s homes, senior centers and group homes. All donations are tax deductible, and donated food goes to help feed our neighbors in need.

16.3. **Look for the Forgotten Harvest collection truck in front of the Eastern Market Welcome Center every Saturday from May 1st through December 1st after 3pm.** Please take all donations to the collection truck location, do not leave product for pick-up unattended at your stall. Label all donations for “Forgotten Harvest”.

17. QUALITY STANDARDS

17.1. **KEEP IT FRESH:** Vendors should adhere to the highest standards of quality. Agricultural products must be free of visible mold, rot or decay, plant disease, and insects.

17.1.1. Vendors will remove from the Market any food or other merchandise, which, in the sole judgment of EMC, does not meet the established standards, as directed by EMC. Moldy, rotten, diseased or out of date items will be immediately confiscated for recycling and vendor may be responsible for any disposal fees.

17.1.2. All products offered for sale are subject to inspection by the EMC, the Michigan Department of Agriculture & Rural Development, and the USDA.
17.2. **FRESH FRUITS AND VEGETABLES:** No unwholesome, inedible, or unusable produce shall be offered for sale at the Market.

17.3. **FLOWERS AND PLANT MATERIAL:** All plant material, bedding plants, hanging baskets and nursery stock must be of generally good quality, free from pests, bugs and disease, and generally free from burnt or dead foliage.

17.4. **MEATS/FISH:** Fresh and frozen meats, including beef, pork, poultry, lamb, goat and fish must be sold in compliance with all state and federal regulations.

17.5. **PROCESSED AND SPECIALTY ITEMS:** All packaged or processed items sold at Eastern Market must be fresh. Packaged items such as salad mixes must have a minimum of one (1) day remaining on the use/sell by date.

**18. PACKAGING AND PRESENTATION**

18.1. **GENERAL GUIDELINES:** Vendors must display marketing signs listing vendor name, hometown and theme of the products sold, i.e., “The Egg Man, Metamora, MI. Since 1945”.

18.1.1. Vendors agree to make their stalls and products as attractive and as pleasing to the eye as possible. We strongly encourage the posting of prices for customer convenience and fairness.

18.1.2. Vendors who sell products by weight must maintain accurate scales as defined and inspected by the State of Michigan and allow EMC to inspect for accuracy.

18.1.3. Containers and displays must be of a consistent quality throughout. Concealing poor product underneath is prohibited.

18.2. **SALES BY PIECE:** Let customers choose their own pieces if you sell by count.

18.3. **PACKAGED ITEMS:** Pre-packaged and prepared items must comply with current labeling laws and must be labeled with these four items:

   1. Vendor name
   2. Address
   3. Complete list of ingredients
   4. Net weight

18.4. **ORGANIC ITEMS:** All products labeled or advertised as organic must comply with USDA certification requirements. For farmers, a copy of your USDA Organic Registration must be on file with EMC. For dealers, all organic products must have the appropriate labels/stickers.
18.5. **EGGS:** Eggs must be sold in clean packages, free of debris, and must clearly list farm name, address and sell by date (maximum of six weeks after laid). Any incorrect or outdated information must be removed or covered.

18.6. **PLU STICKERS:** All vendors reselling produce must leave the PLU stickers on the product.

19. **WORDS USED ON SIGNS AND LABELS**

19.1. **Definition and acceptable use at Eastern Market:** Several words are used on vendor signs to describe the freshness, quality and source of produce sold at Eastern Market. Creative marketing and signage is encouraged but must reflect the fair and truthful use of these words. In order to exceed our guest’s expectations and preserve the integrity of Eastern Market, use of these words on signs must be in accordance with the following definitions:

19.1.1. *Farm Fresh, Fresh Picked, Home Grown, Hand Picked:* These words describe produce which is grown by and comes directly from the vendor’s farm. Signs with these words can only be used if the vendor is the grower of the produce.

19.1.2. *Locally Grown Michigan Grown:* These words describe produce which is grown in Michigan but does not come from the vendor. A vendor may use these words to describe produce purchased from other Michigan or local growers and resold by the vendor. Vendor signs must identify the name of the grower or the location from where the produce came.

19.1.3. *Naturally Grown:* These words describe produce grown in accordance with the requirements of the Certified Naturally Grown (CNG) program with or without certification. Generally, this means produce free from genetically engineered seeds, spray pesticides or synthetic fertilizer.

19.1.4. *Organic:* To be labeled organic, the food must be produced according to national organic standards and certified by an inspection agency accredited by the USDA. For organic growers, a copy of organic certification must be on file and products must be clearly marked as organic.

19.1.5. *Limited Shelf Life:* Products with a limited shelf-life remaining, such as ripe peaches, berries or red peppers, must display a sign reading: LIMITED SHELF LIFE, USE IMMEDIATELY.
20. CLEANLINESS & TRASH HANDLING

20.1. Vendors shall maintain all parts of their stalls in a neat and clean fashion. Dump all trash in the containers/dumpsters/compactors provided for trash removal, recycling and composting.

20.2. **For any trash bound cardboard, recycling is mandatory. All cardboard is recycled through the compactor behind the Welcome Center.**

20.3. Stalls must be swept clean at the end of the day. Fines may be imposed to cover the cost of cleaning dirty stalls.

20.4. Dumping trash or unsold product on the ground may result in a $500 dumping fine. Vendors are not allowed to bring spoiled produce to the Market in order to dispose of it, thereby avoiding disposal costs at their own place of business. This is illegal dumping and vendors found doing this will be billed for the full cost of disposal, plus the $500 dumping fine.

21. STALL USE GUIDELINES

21.1. **GENERAL CONDUCT:** All vendors are expected to act respectfully towards their neighbors, staff, fellow vendors, and customers. A high level of courteous customer service is required.

21.2. **STALL SALES AREA:** All stalls are numbered. Vendors may occupy only those stalls they lease or pay a day stall rental fee for. All vendor merchandise must be contained within the vendor’s stall lines. Items for sale must not extend beyond the stall line; neither shall any vendor merchandise, equipment, supplies or other items be placed in customer aisles or driveways.

21.3. **STALL MANAGER:** Only the vendor approved on the application is allowed to operate his/her stall. Sub-leasing a stall to anyone other than the vendor listed on the application is strictly prohibited and cause for immediate termination. An individual listed on the stall application as a stall manager must always be present at the stall as the authorized representative of the vendor.

21.4. **STAY FOR THE WHOLE DAY:** A vibrant market depends on the presence of our vendors. Be at the Market every market day and stay all day.
21.5. **LEAVE A CLEAN STALL:** Bring a broom with you so you can leave your stall clean at the end of the day.

21.6. **CORNER STALLS IN SHEDS 2 AND 3:** Any vendor sharing corner stalls in sheds 2 & 3, along with their neighbors must practice a “good neighbor” policy. Cars may not block vendor access to the corner.

21.7. **VENDOR EMPLOYEES:** The relationship between a vendor and their employees is between the vendor and these employees. Vendor employees are not employees of EMC. The EMC will not arbitrate any disputes on wages or working agreements. Vendor’s employees must comply with all Market rules.

21.8. **SMOKING:** Smoking is not permitted in any shed or building at the market. *The fine is $50 per occurrence.*

21.9. **ANIMALS:** Animals are not allowed under the sheds or in any vendor stalls. As a vendor, please do not bring any animal to the market. Service animals are allowed for customers.

21.10. **HEATERS:** Propane and kerosene heaters are encouraged. All heaters must be in good working order and free of foul odors. *EMC recommends keeping a fire extinguisher nearby.* Open fires are prohibited without prior approval of the Market Manager.

21.11. **ELECTRICAL EQUIPMENT:** All electrical equipment including lights, extension cords, fans and food prep equipment must be in good working order. Eastern Market does not provide any of these items to vendors.

21.12. **WINTER INSIDE MARKET (Jan - Mar):** In the interest of preserving product quality and a positive guest experience, it is our goal to provide indoor space to all interested vendors during the winter months. Leases are for specific stall locations and do not guarantee indoor space at any time of the year. All vendors will stay in their leased spaces from April through December regardless of weather conditions.

21.13. It is our preferred operating method to attempt to accommodate any vendor who wishes to stay during January-March in indoor space. As such, we will contact all vendors in good standing in October to determine interest in indoor Winter Market space.
22. VEHICLES & PARKING

22.1. Vendor may sell from their vehicle if it fits completely in their stall. EMC reserves the right to prohibit vehicles in any stalls.

22.2. We recommend that all vendors/employees place an identification sign on the dashboard of their vehicle so that EMC can contact you if we need the vehicle moved. This is a good way to avoid towing fees.

22.3. Corner stalls in sheds 2 & 3 are not drive-in stalls. Vehicles must be kept clear of the parking space outside the corner stalls so all vendors can access their stall equally.

22.4. All vendor and employee vehicles and trucks must be moved to Lots 7 & 8 for Saturday and Sunday market, and to Lot 3 behind Shed 3 for Tuesday market. The biggest frustration of our guests is the lack of CLOSE and CONVENIENT parking. Leave the nearby parking spaces for our guests!

22.5. Vehicles may not be left on Eastern Market property overnight.

22.6. Hi-Los must be in good working order, including lights for night use and be registered on the vendor’s insurance. EMC may require hi-lo operators to complete a hi-lo certification course.

22.7. Hi-Los and other motorized vehicles are not allowed in customer aisles or through the pedestrian doors.

22.8. **Damage/accidents:** Please report all damage, accidents or other incidents to EMC and complete an incident/accident report. EMC’s goal is to provide a safe and comfortable selling environment. Any vendor or vendor help causing damage to market property will be expected to pay for any repairs necessary to restore damage.

22.8.1. **Report all accidents directly to the Market Office or call (313) 833-9300.**

23. FINES & PENALTIES

23.1. Behaviors subject to fines and penalties

23.1.1. Discrimination (violation of Federal, State or Municipal anti-discrimination laws)

23.1.2. Food quality standards including moldy, past expiration date, diseased or infested products

23.1.3. Smoking in the stalls, sheds, restrooms or buildings (Michigan State Law)
23.1.4. Dumping of trash or spoiled produce
23.1.5. Misleading signage which affects product and market integrity: i.e., Michigan grown pineapple, “handpicked”

23.2. Violations will be issued according to the following schedule:

1st violation: written warning and possible fine
2nd violation: applicable fine and possible suspension of market privileges
3rd violation: applicable fine and permanent expulsion from the market

23.3. Schedule of Fines (per incident):

23.3.1. Discrimination: $500 + attorney fees
23.3.2. Food Quality Standards: $50
23.3.3. Smoking: $50
23.3.4. Trash Clean-up: $50
23.3.5. Trash Dumping: $500 minimum, and up to $10,000 for district dumping
23.3.6. Misleading Signage: $50

23.4. The severity of the violation may alter or escalate penalties. All fines and fees must be paid before a vendor will be allowed to return to the Market.

24. Vendor Grievance Policy

24.1. Vendors with a complaint regarding any market matter must present the issue to the Market Manager, who will make best faith effort to address the complaint. Any grievance that cannot be resolved between a vendor and the Market Manager, or any grievance about the Market Manager, may be submitted in writing using the Vendor Grievance Form, available from the Market Office or by request.

24.2. EMC will attempt to reach a resolution of all such complaints within 15 days of receipt and may require follow-up.
HOW TO HAVE A GREAT MARKET DAY

PLEASE DO:

• Follow the policies and procedures of the Market
• Comply with current City, County, State and Federal laws governing their business
• File an application/application renewal and stall rental agreement annually
• Follow the direction of all Market Management
• Allow the Market Manager to inspect their stalls and products when asked
• Conduct business with respect for the customer, the Market and each other
• Provide products for sale of a fresh and healthy quality
• Leave your stalls in broom clean condition
• Place all of your trash in the containers provided
• Sell only the items listed on your vendor application
• Possess a fire extinguisher if using an approved heater
• File service requests with Market Management for any problem or repair needed
• Price products for fairness and equal treatment of all customers
• Showcase products in an attractive manner using lights, signs, etc.

PLEASE DO NOT:

• Refuse to pay proper Market fees
• Sell rotten, moldy, bug-infested, dying or decaying products
• Throw trash anywhere other than in the trash containers
• Smoke in or underneath any stall, shed, building or bathroom
• Bring any animal under any shed or in any vendor stall
• Leave product with day-help to sell at the end of the day
• Participate in any illegal activities or possess alcoholic beverages or any controlled substance
• Sell live animals without application and approval of the Market Manager
• Beg, loiter or solicit or allow any employee or day worker to beg, loiter or solicit
• Use obscene language or discourtesy toward customers, the EMC staff, or each other
• Burn any open fires unless selling firewood with prior market management approval
• Leave any equipment or supplies in the sheds without approval
• Run any motorized vehicle in the customer aisles during market hours.
• Accept alternative currencies for any purpose other than as payment, by a customer, for eligible produce
• Accept or trade alternative currencies for cash or any other value from any person