



# Tecumseh's Farmers Market

**Retail Sheds  
2018**

Name: \_\_\_\_\_ DBA: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Please list all products you will be selling: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please list license numbers required for operation of your business or sale of your products (nursery, sale, etc.): \_\_\_\_\_

\_\_\_\_\_

Vendors are required to adhere to all government laws and guidelines and secure any necessary permits. Please contact the Lenawee County Health Department and/or the Michigan Department of Agriculture & Rural Development for additional information.

**\*Payment must accompany application.**

\$450 Yearly fee       \$200 Security Deposit

\$50 minimum payment & security deposit due at time of application. Balance is due no later than June 9, 2018.

**By signing below, I certify that I have read, understand, and adhere to all applicable guidelines and agreements as stated.**

*(Guidelines and agreements are subject to change with advance notice).*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Tecumseh Area Chamber of Commerce 517-423-3740 weekdays, 517-605-0592 evenings & weekends

\*Please mail application to: Tecumseh Area Chamber of Commerce ~132 W. Chicago Blvd. Tecumseh, MI 49286

# Tecumseh's Farmers Market Rules and Regulations

May 19- October 13, 2018

## General Information

- The Farmers Market will be held every Saturday (May-October) from 9am - 1pm. The market is located at 213 North Evans Street, at The Market on Evans. Vendors must be set up and ready for sales by the opening of the market at 9:00am. The drive into the vendor area will be blocked at 9:00am and cars will not be allowed to enter. Vendors are also expected to be open for business the entire advertised time, currently 1:00pm.

## Antiques/Vintage Dealers

- To qualify as an antiques/vintage dealer, products will be limited to antiques and vintage items. This is not a venue for "garage sale" or general "flea market" items. Dealers must agree to remove any articles The Farmers Market committee does not deem appropriate. Please submit photos with application.

## Arts & Crafts Vendors

- All products shall be deemed homecrafted by you. Products handmade in another region or country and shipped in are not included in the definition of homecrafted. If a vendor sells both homecrafted and manufactured products, over 60% of the vendor's booth is to be dedicated to the homecrafted items. Vendors must agree to remove any articles The Farmers Market committee does not deem appropriate.

## Produce, Baked Goods, Meat and Poultry

- All produce must be grown by the vendor. Produce may be sold by an employee of the vendor.
- Produce or products labeled "organic" must have been grown or raised on farms with organic certification. This certification must be provided to the market manager and posted at booth
- Plants and cut flowers must be grown by the vendor.
- Processed foods are any food product not sold in its natural raw state such as; cheese, breads and baked goods. Canned foods, except jam, are not covered by the Cottage Food Law and therefore must follow the rules and guidelines from the Health Department. Please go to the Cottage Food Law guidelines on the MDARD website for all the applicable foods under the Cottage Food Law.
- All meat and egg products must be properly refrigerated/frozen and properly labeled. Only products raised by the vendor may be sold.
- Meat must have been processed at a USDA inspected facility.

- Poultry must be processed at a USDA or MDA inspected facility.
- Vendors selling eggs must comply with USDA rules if applicable to the vendor.
- The market manager holds the right to visit any vendor on a predetermined date to inspect produce, crafts, products, etc. Required licenses and certifications must be provided to the market manager.

### Signage & Labeling

- Vendors must clearly display their name or business and post prices for all items being sold.
- Certifications and licenses must be posted during market hours.

### Applications

- All new and returning vendors must complete an application.
- Products which the vendor plans to sell must be listed on the application and approved by the market manager. Additional products brought to the market which were not listed will not be able to be sold until approved by the Tecumseh Area Chamber of Commerce.
- All vendors must provide copies of the appropriate business licensing and insurance information with their application, i.e., certificate of assumed name (DBA), sales tax license, nursery license, proof of insurance, liability waiver, etc.

### Market Regulations

- Vendors are responsible for cleaning all trash and waste within and around their stall.
- Vendors are not allowed to smoke in the market stalls.
- Vendors must wear appropriate clothing at all times. Shoes & shirts must be worn during market hours.
- No political solicitation is permitted on market grounds.
- Solicitation and the distribution of unrelated market products are not permitted.
- Animals/pets are not allowed in the market stall with vendors (owners) during market hours of operation.
- Any violation of these rules or guidelines can result in the termination of involvement of the vendor in the Farmers Market.
- Vendors are required to present either a copy of general liability insurance coverage, listing the City of Tecumseh and the Tecumseh Area Chamber of Commerce as additional insured **OR** sign a waiver of liability to keep on file in the chamber office. We strongly encourage vendors have their own liability insurance. The Tecumseh's Farmers Market or The Market On Evans is not responsible for any injury, mishap, damage or loss on any vendor stall/area or because of a product or stall component of the vendor. The vendor is solely responsible.

## Retail Sheds- Additional Requirements

- **\$200 Security Deposit.** All alterations to the building must be pre-approved by the Tecumseh Area Chamber of Commerce staff. This deposit is to protect against excessive damage and/or unapproved alterations to the building, or disposal of materials left behind at the end of the season. Any unused deposit will be returned at the end of the season after inspection by the Tecumseh Area Chamber of Commerce staff.
- **\$50 Minimum Payment Due at Time of Application.** The balance of the rental fee (Total \$450/year) will be due no later than June 9, 2018.
- **Mandatory Days and Hours of Operation.** Please note the dates and times are the minimum requirements. Vendors may open on other days/dates or stay open longer than the times listed.
  - o Open **Saturdays May 19 through October 13** from 9:00 AM until 1:00 PM.
  - o Open **Sundays June – September** from 10:00 AM until 4:00 PM, when there is a scheduled Swap Markets (Currently scheduled for 4<sup>th</sup> Sundays of the month: 6/24, 7/22, 8/26, and 9/23).
  - o Open a minimum of 4 hours/day (flexible hours) during the following Downtown Tecumseh Events: **Sidewalk Sales** (July 20-21) and **Appleumkin** (October 13-14).

These days and hours are *MANDATED*. Please consider who can cover your Shed if you cannot be there. Vendors who do not follow this requirement may be subject to eviction.

- **Signage Guidelines.** A semi-permanent sign no larger than four (4) square feet in area may be attached to the building utilizing the available mounting hardware, in the location provided. The Vendor will be responsible for producing the sign and providing any extra mounting hardware that may be required. Hand-made or commercially produced signs are acceptable. One (1) temporary A-Frame sign may be placed adjacent to the Shed during open hours. The A-Frame sign cannot exceed six (6) square feet in area and must be removed or stored in the building when the Vendor is closed.

### Contact information:

Tecumseh Area Chamber of Commerce - 517-423-3740 weekdays or 517-605-0592 evenings or weekends.

\*Please mail application to: Tecumseh Area Chamber of Commerce ~132 W. Chicago Blvd. ~ Tecumseh, MI 49286

**Tecumseh Farmers Market  
Hold Harmless Agreement  
Indemnification and Release**

Seller: \_\_\_\_\_

(Hereafter referred to as "Seller") is being provided selling space at the Tecumseh Farmers Market located at The Market on Evans, 213 N. Evans St. and agrees to the following terms and conditions:

"Seller" shall mean any farmer, vendor, participant, volunteer, or entity provided space at the Market; including the seller's employees, agents, volunteers, family members, or its heirs and/or assigns.

The Tecumseh Area Chamber of Commerce and/or the City of Tecumseh and their agents, successors and/or assigns, shall not be liable for any damages whatsoever, including property damage and/or personal injury to any Seller, which may occur on or about any part of the Market on Evans being used for the "Tecumseh Farmers Market," regardless of how such injury or damage may have occurred.

**Market Safety Requirements**

Seller hereby agrees to comply with the Tecumseh Farmers Market rules, especially health and safety regulations.

**Indemnification**

The Seller shall indemnify and hold harmless the Tecumseh Area Chamber of Commerce and the owner of the lot, the City of Tecumseh, and their officers, agents, employees and volunteers from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including attorney's fees, regardless of the merit or outcome of any matter connected to any act or omission in going to, coming from, or performing services, work or activities at or in relation to the Tecumseh Farmers Market at The Market on Evans.

**Release**

Seller hereby waives, releases, and discharges any and all claims for damages for personal injury, death, or property damages which it may have or which may hereafter accrue as a result of its activities at the Market on Evans.

I HEREBY STATE THAT I HAVE READ, UNDERSTAND AND AGREE TO FOLLOW THE ABOVE TERMS AND CONDITIONS OUTLINED IN THIS COPY OF THE TECUMSEH FARMERS MARKET AT THE MARKET ON EVANS HOLD HARMLESS AGREEMENT IDEMNIFICATION AND RELEASE FORM.

In Witness Thereof, this Agreement is executed,

This \_\_\_\_\_ day of \_\_\_\_\_ (month) \_\_\_\_\_ 20\_\_\_\_, By

Seller's name: \_\_\_\_\_

Seller's signature: \_\_\_\_\_

Address, city, state, zip: \_\_\_\_\_

E-mail and/or Phone #: \_\_\_\_\_