



## 2021-22 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  
*(Saturday Market will be CLOSED Dec 25, 2021 and Jan 1, 2022)*
- Sunday Street Market: 10:00 AM to 4:00 PM, Jun 6–Sep 26
  - Holiday Sundays: Nov 28, Dec 5, 12, 19  
*(Sunday Market will be CLOSED Jul 4)*
- Tuesday Market: 9:00 AM to 3:00 PM, Jun 1–Sep 28
  - Holiday Tuesdays: Nov 23, Special Market on Thurs, Dec 23

**MARKET OFFICE:** Mon-Sat: 8:00 AM to 4:00 PM Telephone: (313) 833-9300

**MARKET MANAGER:** [marketmanager@easternmarket.org](mailto:marketmanager@easternmarket.org)

### WELCOME CENTER (EBT)

- 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 Partnership (EMP).

## **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 Partnership's (EMP) vision statement is to "shepherd Eastern Market's rich history to nourish a healthier, wealthier, and happier Detroit". Located in a city where nearly 80% of its residents are African Americans, Eastern Market cannot hope to achieve its vision without addressing structural racism and addressing disparities in racial equity. Eastern Market Partnership must take action to improve racial equity as an organization and in the market and district that we serve.

Eastern Market Partnership (EMP) 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 .....	7
7.	SATURDAY/WHOLESALE SEASONAL LEASE PAYMENT POLICY.....	8
8.	SUNDAY SEASONAL LEASE PAYMENT POLICY .....	8
9.	TUESDAY SEASONAL LEASE PAYMENT POLICY.....	9
10.	DAY STALL RESERVATION PROCEDURE: ALL MARKET DAYS .....	9
11.	STALL PAYMENT POLICY: ALL MARKET DAYS .....	10
12.	LEASEHOLDERS: WHAT DAYS CAN YOU COME TO MARKET? .....	10
13.	LICENSING & REGULATIONS .....	11
14.	INSURANCE .....	12
15.	ALTERNATIVE CURRENCIES .....	12
16.	QUALITY STANDARDS.....	13
17.	PACKAGING AND PRESENTATION .....	14
18.	WORDS USED ON SIGNS AND LABELS .....	15
19.	CLEANLINESS & TRASH HANDLING .....	16
20.	STALL USE GUIDELINES .....	18
21.	VEHICLES & PARKING.....	19
22.	BEHAVIORS SUBJECT TO FINES & PENALTIES .....	20
23.	VENDOR GRIEVANCE POLICY .....	22
	HOW TO HAVE A GREAT MARKET DAY .....	22

# 1. HOW TO BECOME A VENDOR AT EASTERN MARKET

- 1.1. **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.
- 1.2. **COMPLETE & SUBMIT VENDOR APPLICATION:** Your application must include supplemental materials such as photographs, copies of licenses and promotional materials, or samples (when appropriate).
- 1.3. **DECISION PROCESS:** All new vendor applications will be approved or denied within one month.

## 2. VENDOR CATEGORIES/DEFINITIONS

- 2.1. A vendor is an individual or business that leases space in the Market. EMP 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:** Any vendor that sells items prepared for immediate consumption on or off the premises via a food truck or food cart licensed by the appropriate authority (e.g., Michigan Department of Agriculture, Detroit health department). This can include *ready to eat meals, hot foods, sandwiches, salads, cut fruit, ice cream, coffee, smoothies*. Prepared food vendors without a cart or truck will not be considered.

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. EMP 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 new vendors must fill out an application via Farmspread to begin the review process. Existing vendors must re-apply through Farmspread.

3.2. **STALL RENTAL AGREEMENT:** All vendors accepted to the market must have a signed stall rental agreement on file.

3.3. **RIGHT OF REFUSAL:** Eastern Market Partnership 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 EMP and any entity authorized by EMP to film or record on or in any premises under the management of EMP.

## 4. PRODUCT MIX/PRODUCTS APPROVED FOR SALE

4.1. Creating a robust shopping environment with an interesting and diverse produce mix is central to EMP's mission. Admission to the market is based on specific products approved by Market Management. A change in the types of products sold requires the vendor to complete a Product Addition Form for review by market management. 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.org](mailto:marketmanager@easternmarket.org). Product addition requests will be reviewed by Market Management.

## 5. ATTENDANCE POLICY: ALL MARKET DAYS

5.1. Annual lease holders are expected to attend all of the market sessions 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. Late Arrivals will be tracked over the course of the year and may be used to make decisions about stall assignments, inclusion in the winter market, or participation in special events and programs.

5.3.2. IF YOU ARE RUNNING LATE, PLEASE CONTACT THE MARKET MANAGER TO HOLD YOUR STALL: **marketmanager@easternmarket.org**

5.3.3. CUT OFF TIMES:

5.3.3.1. Tuesday, 8:30 AM

5.3.3.2. Saturday, 7:00 AM

5.3.3.3. Sunday, 9:00 AM

## 6. STALL LEASE RATES: ALL MARKET DAYS

### 6.1 Seasonal Leases

Market	Vendor Type	Rate	Dates
<i>Wholesale</i>			
	Wholesale	\$1,250	Apr 1, 2021 - Mar 31, 2022
<i>Saturday</i>			
	Farmer	\$1,775	Apr 1, 2021 - Mar 31, 2022
	Farmer/Dealer	\$2,075	Apr 1, 2021 - Mar 31, 2022
	Dealer	\$2,300	Apr 1, 2021 - Mar 31, 2022
	Specialty	\$3,600	Apr 1, 2021 - Mar 31, 2022
<i>Sunday</i>			<b>NO SUNDAY MARKET WILL BE HELD ON JULY 4</b>
	All Vendors	\$490	Jun 6 - Sep 26 & Holiday Markets (Nov 28, Dec 5, 12, 19) 2021 (Lease includes 1 free SUNDAY holiday markets only)
<i>Tuesday</i>			
	All Vendors	\$480	Jun 1 - Sep 28 & Holiday Markets (Nov 23) 2021 (Lease includes ONE free TUESDAY holiday market)

### 6.2 Day Stalls

Market	Vendor Type	Rate	Dates
<i>Saturday</i>			
	Farmer or Farmer/Dealer	\$75	Jan - Apr & Jul - Dec
<i>(peak season)</i>	Farmer or Farmer/Dealer	\$85	May - Jun
	Dealer or Specialty	\$85	Jan - Apr & Jul - Dec
<i>(peak season)</i>	Dealer or Specialty	\$95	May - Jun
	Food Truck	\$125	Jan - Apr & Jul - Dec
<i>(peak season)</i>	Food Truck	\$135	May - Jun
	Food Cart	\$95	Jan - Apr & Jul - Dec
<i>(peak season)</i>	Food Cart	\$105	May - Jun
	Material Goods	\$50	Jan - Apr & Jul - Dec
<i>(peak season)</i>	Material Goods	\$55	May - Jun
<i>Sunday</i>			
	All Vendors	\$35	Jun 6 - Sep 26 & Holiday Markets @ \$50 (Nov 28, Dec 5, 12, 19) 2021
	Food Truck	\$50	Jun 6 - Sep 26 & Holiday Markets @ \$65 (Nov 28, Dec 5, 12, 19) 2021



<i>Tuesday</i>			
	All Vendors	\$30	Jun 1 - Sep 28 & Holiday Markets (Nov 23) 2021
	Food Truck	\$45	Jun 1 - Sep 28 & Holiday Markets (Nov 23) 2021

## 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. No new leases will be awarded to vendors who have outstanding balances from the prior year. Anyone with prior year arrearages will be converted to day stall status with a payment plan to bring the account current.

7.2. **SEASONAL LEASES:** For the **full year only, no partial or pro-rated years.** Vendor agrees to pay in accordance with the payment guidelines below.

### 7.3. PAYMENT GUIDELINES:

7.3.1. Pay in full by April 15, 2021 for a 3% discount.

7.3.2. If making payments, the first payment of 50% is due on April 15, 2021, and the remaining 50% is due on July 31, 2021. Late fees will be assessed for late payments.

## 8. SUNDAY SEASONAL LEASE PAYMENT POLICY

8.1. **TERM:** The season lease for Sunday market tenants begins on June 6, 2021 and ends on September 26, 2021. Holiday Markets on 11/28, 12/5, 12/12, and 12/19 will be billed separately.

8.2. **SEASONAL 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 \$490.00 for the 16-week season with ONE Holiday Market free.

8.3.1. Pay in full by end of day on June 6, 2021.

## 9. TUESDAY SEASONAL LEASE PAYMENT POLICY

- 9.1. **TERM:** The annual lease for Tuesday market tenants begins on June 1, 2021 and ends on September 28, 2021 and includes the Thanksgiving Market (November 23). 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 9, 2021 of their status.
- 9.3. **PAYMENT GUIDELINES:** The fee for a single stall (typically 7.5' x 20') is \$480.00 for the 18-week season with ONE Holiday Market included for free.
- 9.3.1. Pay in full by end of day on June 1, 2021.

## 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 tenant.
- 10.2. **HOW TO RESERVE A STALL:**
- 10.2.1. Respond to the weekly email about attendance. Contact the Market Manager in advance for the market day desired: [marketmanager@easternmarket.org](mailto:marketmanager@easternmarket.org)
- 10.2.2. Notification of stall availability and location will be communicated via email or text message.

## **11. STALL PAYMENT POLICY: ALL MARKET DAYS**

- 11.1. **Day stall rental fees are due at the start of the Market day. Be prepared to pay immediately upon setting up your stall.**
  
- 11.2. Day stall vendors must be current with payments:
  - 11.2.1. 30 days late – written notice, notice of 5% late fee charged
  - 11.2.2. 45 days late – written payment plan in place
  - 11.2.3. 60 days late – notice to suspend market vending privileges
  
- 11.3. 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).
  
- 11.4. Stall rental fees are payable to “Eastern Market Corporation”.
  
- 11.5. 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.
  
- 11.6. Late payment of day stall fees must be paid before the next market day, unless other specific arrangements are made.

## **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. Breakdown by 5PM is appreciated and expected.
- 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. Breakdown by 5PM is appreciated and expected.
- 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 4:30 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. Breakdown by 11PM is appreciated and expected.

## 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 with 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 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. Temporary one-day or monthly general liability insurance is 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. **Participation is mandatory for all vendors who are eligible.**
- 15.2. Redeem alternative currencies at the Welcome Center each week. Please do not wait until year end to redeem everything at once.
- 15.3. Vendors are not allowed to spend these (or any) alternative currencies with other vendors in the market. Turn in for redemption only.
- 15.4. **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.
- 15.4.1. Instructions and applications to accept Bridge Card tokens are available in the Welcome Center.
- 15.4.2. All eligible vendors will receive and **MUST** display a sign to notify customers that Bridge Card tokens are accepted.

15.5. **DOUBLE UP FOOD BUCKS:** A program that doubles the amount of money that Bridge Card/SNAP users can spend to purchase Michigan-grown fruits and vegetables.

15.5.1. 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.**

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

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

15.7. **SENIOR MARKET FRESH:** A program is 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.

15.7.1. Clients receive a booklet of coupons to be used from June 1st through October 31st to buy **Michigan grown fruits, vegetables, and honey only.**

15.8. Other programs may be announced from time to time.

15.9. **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. QUALITY STANDARDS

16.1. **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.

16.1.1. 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.

16.1.2. All products offered for sale are subject to inspection by the EMP, the Michigan Department of Agriculture & Rural Development, and the USDA.

16.2. **FRESH FRUITS AND VEGETABLES:** No unwholesome, inedible, or unusable produce shall be offered for sale at the Market.

16.3. **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.

16.4. **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.

16.5. **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.

## 17. PACKAGING AND PRESENTATION

17.1. **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”.

17.1.1. 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.

17.1.2. Vendors who sell produce must include on signage where each product originates. The country or state of origin must be visible for each product.

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

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

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

17.3. **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

17.4. **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.

17.5. **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.

17.6. **PLU STICKERS:** Must remain on all Dealer product sold.

## 18. WORDS USED ON SIGNS AND LABELS

18.1. **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:



- 18.1.1. **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.
- 18.1.2. **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.
- 18.1.3. **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.
- 18.1.4. **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.
- 18.1.5. **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.

## **19. CLEANLINESS & TRASH HANDLING**

- 19.1. 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.
- 19.2. **For any trash bound cardboard, recycling is mandatory. All cardboard is recycled through the compactor behind the Welcome Center.**

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

19.4. **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 here, 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 that week's disposal, plus the \$500 fine. **EMC is not under any circumstances equipped to dispose of spoiled produce brought from another facility.**

## 20. STALL USE GUIDELINES

- 20.1. **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.
- 20.2. **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.
- 20.3. **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.
- 20.4. **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.
- 20.5. **LEAVE A CLEAN STALL:** Bring a broom with you so you can leave your stall clean at the end of the day.
- 20.6. **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. Vehicles may not block vendor access to the corner.
- 20.7. **VENDOR EMPLOYEES:** The relationship between a vendor and their employees is between the vendor and these employees. Vendor employees are not employees of EMP. The EMP will not arbitrate any disputes on wages or working agreements. Vendor's employees must comply with all Market rules.

- 20.8. **SMOKING:** Smoking is not permitted under or in any shed or building at the market. ***The fine is \$50 per occurrence.***
- 20.9. **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.
- 20.10. **HEATERS:** Propane and kerosene heaters are encouraged. All heaters must be in good working order and free of foul odors. ***EMP recommends keeping a fire extinguisher nearby.*** Open fires are prohibited without prior approval of the Market Manager.
- 20.11. **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. Please make sure your extension cord is the correct wire gauge to handle the electrical load of your equipment.

## **21. VEHICLES & PARKING**

- 21.1. Vendor may sell from their vehicle if it fits completely in their stall. EMP reserves the right to prohibit vehicles in any stalls.
- 21.2. We recommend that all vendors/employees place an identification sign on the dashboard of their vehicle so that EMP can contact you if we need the vehicle moved. This is a good way to avoid towing fees.
- 21.3. 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.
- 21.4. **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!**

- 21.5. Vehicles may not be left on Eastern Market property overnight.
- 21.6. Hi-Los must be in good working order, including lights for night use and be registered on the vendor's insurance. EMP may require hi-lo operators to complete a hi-lo certification course.
- 21.7. Hi-Los and other motorized vehicles are not allowed in customer aisles or through the pedestrian doors.
- 21.8. **Damage/accidents:** Please report all damage, accidents or other incidents to EMP and complete an incident/accident report. EMP'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.
  - 21.8.1. **Report all accidents directly to the Market Office or call (313) 833-9300.**

## **22. BEHAVIORS SUBJECT TO FINES & PENALTIES**

- 22.1. Behaviors subject to fines and penalties
  - 22.1.1. Discrimination (violation of Federal, State or Municipal anti-discrimination laws)
  - 22.1.2. Food quality standards including moldy, past expiration date, diseased or infested products
  - 22.1.3. Smoking in the stalls, sheds, restrooms or buildings (Michigan State Law)
  - 22.1.4. Dumping of trash or spoiled produce
  - 22.1.5. Misleading signage which affects product and market integrity: i.e., Michigan grown pineapple, "handpicked"

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

1<sup>st</sup> violation: written warning and possible fine

2<sup>nd</sup> violation: applicable fine and possible suspension of market privileges

3<sup>rd</sup> violation: applicable fine and permanent expulsion from the market

### 22.3. Schedule of Fines (per incident):

22.3.1. Discrimination: \$500 + attorney fees

22.3.2. Food Quality Standards: \$50

22.3.3. Smoking: \$50

22.3.4. Trash Clean-up: \$50

22.3.5. Trash Dumping: \$500 minimum, and up to \$10,000 for district dumping

22.3.6. Misleading Signage: \$50

22.4. 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.**

### 22.5. CIVIL BEHAVIOR

22.5.1. Vendors must treat everyone they encounter at Eastern Market with dignity and respect. Eastern Market Partnership (EMP) will not tolerate threats, violence, or other inappropriate behavior on our campus. Further, it is the responsibility of every Vendor to partner with EMP staff provide a pleasant atmosphere free of harassing or abusive language, and disrespectful, disorderly, disruptive, or other nonprofessional conduct toward customers or market staff. This type of uncivil behavior from a Vendor can result in a fine, suspension, and/or expulsion from the market.

22.5.2. Penalties for Vendors violating the above standards MAY be administered in the steps listed below, OR, may move directly to a second or third offense depending on severity.

22.5.3. First Offense: Vendor receives a written warning to file.

22.5.4. Second Offense: \$250.00 fine payable before next market session, and/or suspension from all markets and market property for a period of up to 1 month.

22.5.5. Third Offense: \$500.00 fine payable before next market session and suspension from all markets and market property for a period of 1 – 3 months.

22.5.6. **Any further offense will result in permanent expulsion from Eastern Market.**

## **23. VENDOR GRIEVENCE POLICY**

- 23.1. 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 Manger, may be submitted in writing.
- 23.2. EMP 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
- 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 EMP staff, or each other
- 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