



WAYNE STATE
UNIVERSITY
Farmers Market

Wayne State University Farmers Market Vendor Agreement

This document is to be signed and dated by each vendor participating at the Wayne State University Farmers Market, indicating they have received a copy of the *WSUFM Rules, Procedures and Product Guidelines* that govern the market, and agree to uphold the purpose of the WSUFM and abide by the rules, procedures and guidelines within.

I, _____ (print name), have received a copy of the *WSUFM Rules, Procedures and Product Guidelines* that govern the market, and agree to abide by the rules, procedures and guidelines within.

Signature _____ Date _____

PLEASE RETURN SIGNED AGREEMENT VIA email, MAIL, or AT THE MARKET (IN PERSON) TO:

Camille Bedford, Market Manager

University Services Building
5454 Cass Avenue
Detroit, MI 48202

Phone: (248) 933-0248 **Email:** gg6456@wayne.edu



RULES, PROCEDURES AND PRODUCT GUIDELINES 2020 MARKET SEASON

This document outlines the purpose, rules, procedures and product guidelines of the WSUFM. It is a tool for market management and vendors to understand the mission of the WSUFM, market operations, and the rules and procedures. It will help to ensure the mission is upheld in a professional manner.

2022 DATES & HOURS OF OPERATION

Wednesdays, June 1st through October 26th, 2022

10:00 am to 3:00pm

(set up 8:00am, breakdown 3:00pm)

LOCATION

Corner of Warren Ave. & Woodward Ave.

Wayne State University Campus

Detroit, MI

CONTACT

Wayne State University Farmers Market

University Services Building

5454 Cass Avenue

Detroit, MI 48202

Camille Bedford

gg6456@wayne.edu

248-933-0248

NON-DISCRIMINATION:

Wayne State University 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.**

STATEMENT OF PURPOSE

The WSUFM is a result of a collaborative partnership between Wayne State University's Office of Campus Sustainability and the Center for Health and Community Impact. It is intended to provide healthy, fresh, locally grown produce and other Detroit/Michigan value added food products to the students, faculty, staff, and the surrounding community of Wayne State University. Both small and large vendors of produce and prepared food items will find a supportive outlet for the sale of their goods. The WSUFM will encourage commerce, entertainment, and health on the campus of Wayne State University and the city of Detroit.

The WSUFM is dedicated to building a sustainable, regional food shed and to educating people about the benefits of living a healthy lifestyle. It emphasizes the direct connection between local food choices and the quality and health of our environment and daily lives. By providing farmers/growers with a direct market for their products, the WSUFM helps sustain the regional farm economy and promotes a healthy living environment. The Rules & Procedures and Product Guidelines are used to ensure the integrity and safety of all products sold at WSUFM.

VENDOR CATEGORIES AND DEFINITIONS

The WSUFM currently leases to vendors in the following categories:

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

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, orchard, greenhouse, and/or nursery. This includes those who produce products made completely or predominantly of ingredients and materials grown on or gathered from their farm, orchard, garden, greenhouse, nursery, apiary and/or forest.

SPECIALTY/PREPARED: A vendor that processes specialty food items for sale. Specialty food products must either be produced in a commercially licensed kitchen or fall under the State of Michigan Cottage Food Act. We encourage that the items are manufactured or finished with ingredients grown in Michigan. The specialty category includes items like: Processed Produce, Baked Goods, Eggs, Jams, Jellies, Honey, Syrup, Sauces, Coffee.

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 (MDA, local health department). This can include Ready to Eat Meals, Hot Foods, Sandwiches, Salads, Cut Fruit, Ice Cream, Coffee, Smoothies.



All produce sold at the WSUFM must be grown in the state of Michigan. The majority of the products (by value) you sell at the WSUFM should be produced by you or a business owned by you. Please provide the addresses of all farms from which you obtain additional produce in the appropriate space in the application. **The selling of raw or frozen meats and seafood is not allowed.** Vendors wishing to sell beverages such as cider and other processed foods will be required to submit copies of applicable food establishment licenses.

The WSUFM reserves the right to limit the number of vendors and/or spaces leased in all categories.

MARKET OPERATIONS AND PROCEDURES

NOTE: Non-compliance with any of the following rules will serve as grounds for immediate and permanent loss of permission to sell at the WSUFM.

Smoking is not allowed at WSUFM as Wayne State University is a smoke-free campus.

Personal food or drinks (whether belonging to vendors or shoppers) are not allowed on the display table. All personal food for vendors must be placed and consumed at the back of the tent.

Alcoholic beverages, pets, and individual radios are not allowed in the tents.

Vendors are responsible for communicating all rules and regulations, including those passed on verbally, to their regular and occasional employees.

SET-UP, CLEAN UP, AND BREAKDOWN

Set-up starts at 8:00am or other time as designated by the Market Manager but must be completed by 9:45am. ****Absolutely no vehicles will be allowed in the market area any time between the hours of 9:45am -3:00pm**** During set up vendors will be allowed to drive their vehicle into the market area to unload their product and then must immediately park their vehicle before setting up to avoid blocking the street for other vendors. Failure to respect this may result in a fine to the vendor. In the case of any special circumstances or special requests, this must be made at least 7 days in advance. This approval will need to go through the WSUFM Manager and Market Management.

Latecomers may be denied admission or admitted and located at the Market Management's discretion. Vendors MUST legally park their vehicle in either assigned parking areas or another legal parking space. Market Management will reserve each vendor with one free parking spot per tent agreement between the hours of 8:00am and 3:30pm. If a vendor arrives after 9:45am or leaves at any point during the market, Market Management cannot guarantee a spot will be available.



Vendors are responsible for removing all garbage from their tent area. Tents are to be left in the same condition as when rented. Breakdown starts promptly at 3:00pm and must be completed by 4:30pm. Vehicles will be allowed into the market area at 3:00pm. **Vendors are responsible for bringing any equipment and staff needed to load and unload products for WSUFM.**

HOURS OF OPERATION

For the 2022 season, the WSUFM will operate on Wednesdays from 10:00am to 3:00pm. Vendors can set up no earlier than 8:00am and must be completely set-up by 9:45am. All vendors must remain at the market site until 3:00pm (unless prior arrangements have been made with the Market Manager) and must vacate the market site by 4:30pm.

VEHICLES & PARKING

All vendor and employee vehicles and trucks must be parked in Lot 62 (unless prior arrangements have been made with the Market Manager). WSUFM will provide one parking space for each tent rented by the vendor.

DAMAGE/ACCIDENTS

Please report all damage, accidents or other incidents to WSUFM staff and complete an incident/accident report. WSUFM's goal is to provide a safe and comfortable selling environment. Any vendor or vendor staff causing damage to market property will be expected to pay for any repairs necessary to restore damage. Report all accidents to the Market Manager.

TENT SPACE

Market Management has full authority to assign vendor space. Requests for sites will be given consideration but management reserves the right to assign and locate all vendors.

Vendors must not share selling space with, nor sublet stall space to, any person who is not an authorized member of WSUFM.

Vendor tables may extend beyond the boundaries of the tent or tents assigned to you only as approved by the Market Manager (and may depend on the number of vendors for that day).

VENDOR TENT MANAGEMENT

Each vendor shall have at least one person managing the space at WSUFM. One person may not manage two or more vendor spaces. **Only one parking space will be provided per tent.**



All tents must be organized and run in a professional and engaging manner (e.g., staffed adequately, always kept clean, have appropriate product displays and information, etc.).

VENDOR EQUIPMENT & SUPPLIES

Each Vendor will be provided a 10'x10' tent, 1 table, 1 chair and 1 parking space (per tent rental agreement). Vendors are responsible for additional tables, chairs, products, and equipment they might need, as well as items necessary for clean-up.

Each vendor is responsible for providing and removing any and all equipment and supplies s/he brought to WSUFM. Vendors will not be able to rely on WSU facilities to supply equipment beyond what is listed above. Each vendor must remove all supplies after the market ends each week.

A vendor may use their own tent at WSUFM only with prior assent of the Market Manager.

SIGNAGE

All signs must remain within the allotted vendor's tent space and must not block pedestrian ingress or egress or interfere with other vendors' display or views. No soliciting or political or religious activities shall be permitted within the market area. Displays of public interest, such as nutritional, health or consumer information may be displayed with the permission of the Market Manager.

WEATHER POLICY

The WSUFM is a 'Rain or Shine Market', which means we will be officially OPEN during regularly scheduled hours, even in inclement weather conditions.

The **ONLY EXCEPTION** is lightening and severe weather warnings, such as severe thunderstorm warnings or a tornado warning. **If severe weather is imminent (usually signified by sirens and/or alerts from the national weather service) or lightening is seen, all market operations will cease.**

Vendors are expected to appear on their scheduled days, regardless of the weather forecast. If a vendor does not appear and does not give proper notice, the vendor will forfeit any applicable daily fees.

The Market Manager or designee on site can call off the market in extreme weather circumstances at their discretion. In any case, the WSUFM will provide vendors with as much advance notice as possible in the event of inclement weather and/or market closure.



MARKET SALES & REPORTING

Vendors are responsible for acting as their own treasurer. Vendors are responsible for all permits required by the state of Michigan, Wayne County, or the City of Detroit to sell their products. Vendors will also be asked to complete a market report at the end of each market day indicating both volume of product sold (to the best of your abilities) and dollars in sales generated from business at WSUFM that day. **This information will be strictly confidential, and any reporting of market sales will occur as a market aggregate total and not by individual vendor.** This information will be collected and utilized by the Market Manager in evaluating the success of WSUFM.

FOOD SAMPLING

Due to the issue COVID-19 has presented markets and vendors with across the nation, the WSUFM will not be participating in food sampling this season. This has gone under careful consideration by market management and has been decided upon with an abundance of caution.

TENT RENTAL AGREEMENT

All Vendors must sign a Vendor Agreement on an annual basis.

RIGHT OF REFUSAL: The WSUFM reserves the right to reject any applicant that does not meet the Market requirements.

PHOTO/VIDEO/FILMING RELEASE: Photography/filming/recording for promotional, commercial, or other purposes may occur at the WSUFM during the market season.

All vendors at market consent either by signing the tent rental agreement, paying their tent rent, or otherwise occupying space at the WSUFM to be filmed/recorded, and provide release of all rights related to such filming or other recording to WSU and any entity authorized by WSU to film or record on or in any premises under the management of WSU.

ATTENDANCE POLICY

Annual tent lease holders are expected to attend all market sessions during the market season that they have contracted for and are further expected to be at market during all published market hours. Early set-up and breakdown is by pre-arrangement with the Market Manager only.

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



ABSENCE FROM MARKET: If you are going to be absent during specific market weeks, vendors are required to inform market management, so we are able to re-allocate your space to other vendors. Vendors must provide Market Management with at least 48 hours' notice if you cannot participate on any given market day. If you fail to do so, WSUFM reserves the right to restrict your future participation. You will also be required to pay the tent fee for the missed day.

LATE ARRIVAL: Market Management may re-rent any tents that are empty if the tent occupant has not notified market management that they will be late.

If you are running late, please contact Camille Bedford at 248-933-0248 or gg6456@wayne.edu before (9:30am) to hold your tent.

LICENSING & REGULATIONS

GOVERNMENT REGULATIONS: All applicants must comply with current City, County, State and Federal laws governing their business activities.

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.

INSURANCE

All vendors are required to carry and provide proof of insurance for \$1,000,000 in general liability insurance. They must have Wayne State University named as “additional insured” on the Certificate of Insurance, to be attached to this application. Wayne State University carries its own general liability policy. **THIS POLICY SPECIFICALLY EXCLUDES LIABILITY OR ANY OTHER INSURANCE PROTECTION TO ANY VENDOR AT THE WSUFM.** The vendor shall maintain vehicle insurance as required by state law.

ALTERNATIVE CURRENCIES

The WSUFM 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 WSUFM. Rules and regulations vary from program to program. All vendors are required to participate, if eligible, in government nutrition programs such as SNAP (Supplementary Nutrition Assistance Program, also called Food Stamps, Bridge Card, or EBT), DUFB (Double Up Food Bucks), WIC Project FRESH, Senior Project FRESH, and Fresh RX. New to this year, OneCard dollars (a form of student currency) will be accepted at the market. For more information on alternative currency eligibility contact the Market Manager. Additionally, all vendors are required to participate in incentive programs that are developed to attract and retain WSUFM customers.

BRIDGE CARD/SNAP: The WSUFM can accept Bridge Card and other SNAP benefits through a token distribution system. Bridge Card tokens are available during market hours at the green Wayne State University tent located on site. They are good year-round and never expire. Instructions and applications to accept Bridge Card tokens are available. All eligible vendors will receive and **MUST** display a sign to notify customers that Bridge Card tokens are accepted.

DOUBLE UP FOOD BUCKS: The WSUFM offers a program that doubles the amount of money that Bridge Card/SNAP users can spend to purchase Michigan grown fruits and vegetables. Double Up Food Bucks runs from June 1st through October 31st and aligns with the WSUFM'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.**

PROJECT FRESH: WIC Project FRESH is 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. Clients receive a booklet of coupons to be used from June 1st through October 31st for **Michigan grown fresh fruits and vegetables ONLY. Submit Project FRESH coupons by the last Wednesday of each month.** In accordance with the State of Michigan's guidelines, WSU will submit the coupons for reimbursement monthly.

SENIOR MARKET FRESH: 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. Clients receive a booklet of coupons to be used from June 1st through October 31st to **buy Michigan grown fruits, vegetables, and honey ONLY. Submit Market FRESH coupons by the last Wednesday of each month.** In accordance with the State of Michigan's guidelines, WSUFM will submit the coupons for reimbursement monthly.

FRESH PRESCRIPTION: Health care providers refer patients with chronic disease, food insecurity, caregivers of young children, and pregnant/breastfeeding women to the Fresh Prescription program. **The "prescription" is redeemable for \$15 of fresh, local fruits and vegetables each week at a partnering farm stand or farmers market. With a maximum redemption of \$90.** Tokens will be collected weekly and reimbursed at least monthly.

ONE CARD PAYMENT: Students, faculty, and staff of Wayne State University use One Card dollars as a payment option across campus. This new program will be replacing the Student Advantage and Staff Advantage programs of previous years.

CAUTION: Do not accept alternative currencies if you have not been approved to do so, or if they do not fit with the alternative currency programs listed in the document.

Vendors are prohibited from accepting tokens and/or scrip that belong to other farmers markets in which they may participate. They are also prohibited from exchanging for payment at other locations, tokens or government nutrition coupons that were obtained at WSUFM.

COMPLAINT PROCEDURE

The Market Manager will make best faith effort to address the complaint. If vendors seek additional action or are not satisfied with the resolution, they may submit said complaint in writing to Daryl Pierson (ar1086@wayne.edu). The WSUFM will attempt to reach a resolution of all such complaints within 7 days of receipt and may require follow-up.