

2025 Bay Area Farmer's Market Rules and Regulations/Application

Mission: The Bay Area Farmers Market is operated by the Bay City Downtown Development Authority in association with the Jefferson Street Project non-profit association. The purpose of the market is to create a vibrant location for area farmers and food/plant/produce vendors to provide local, high quality farm-grown goods and products to residents and visitors.

Vendor Information:

To become a vendor submit the application form, sign the rules and regulations and provide proof of required licenses/insurance per rules and regulations. The application period will be open March 24 – April 21, 2025. All vendors will be contacted by April 29 with notification of acceptance or denial to participate.

Location

Jefferson Street and 1st Street between Woodside Avenue and Adams Street.
409 1st Street, Bay City, MI 48708

1. Hours of Operation

Tuesday : 2-6pm

- Market will be held weekly from June 3 to October 21 (21 wks).
- The Jefferson Street Market reserves the right to amend market dates during the market season in agreement with the participating vendors.

2. Stall Pricing

Annual (21 weeks) stall fees: \$150 10X10 stall; \$300 food trucks and 20X20 stalls

Pre-season sign-up/wk - \$10/10X10 stall; \$20 food trucks and 20X20 stalls (must sign up for at least 5 dates)

Daily Pop-Up Fee: \$25; schedule at least 1 week in advance

- Vendors are expected to arrive at the Market with stalls already paid.
- All vendor payments are non-refundable unless market does not operate.
- Annual and pre-season vendor payments must be made by noon on May 20.

3. Contact/Application Information

<https://www.thejeffersonprojectbaycity.org/>

Email: farmersmarket@downtownbaycity.com

4. Vendor Categories/ Items to be Sold

- **Farmer:** A vendor that grows at least 80% of their own products, and who operates a farm, poultry farm, dairy, orchard, greenhouse, nursery or raises livestock.

- **Specialty/ Other:** A vendor that processes food or plant items for sale. Specialty food products must be produced in a commercially licensed kitchen or made under Cottage Food Law as specified by Michigan Department of Agriculture and Rural Development. Examples: processed produce, baked goods, dairy, eggs, jams, jellies, honey, syrup, sauces, and coffee. Please note we do not accept applications for syndicated or franchised products. No multi-level marketing products are allowed.
- **Food truck/other:** A vendor that sells items prepared for future or immediate consumption via a food truck, food tent, or food cart must follow local health department rules and regulations and be licensed by the appropriate authority (e.g., Michigan Department of Agriculture, Bay County Health Department).
- All items sold by vendors must agree with guidelines of vendor categories above.

5. Adult Photography Consent Agreement

- By agreeing to the Bay Area Farmer's Market Rules and Regulations you therefore consent for yourself and your employees/representatives to be photographed or videotaped while participating in any activity offered on the premises of the Bay Area Farmer's Market.
- In addition, by signing the agreement form regarding the rules and regulations you are complying to have any images or videos taken of you be used in reproduction, promotional media, educational, and public relation purposes.
- Finally, by signing the agreement you are waiving any claim on yourself, or anyone claiming under or through you, for compensation in exchange for use of photographs or videos that may feature you.

6. Liability

- The Bay Area Farmer's Market is not liable for theft or damage of any vendor merchandise before, during, or after market hours.
- The Bay Area Farmer's Market is not liable for damage or injuries that occurred due to vendors and shoppers arising out of the conduct or participation of the market vendors, their employees, or products.
- Vendors shall maintain vehicle insurance and any other insurance required by law. It is also recommended that vendors carry product liability coverage for the sale of products at a farmer's market.

7. Food Products

- All food products must meet the Michigan Department of Agriculture packaging and labeling standards.
- Each vendor selling must comply with all city, state, and county licensing, labeling, and sanitary regulations, including products for sale under the cottage food law.
- No food or drink samples can be given out without proper food sampling precautions outlined by the Michigan Department of Agriculture. All vendors offering samples are responsible for the safety of the food samplings being given.
- Vendors selling by volume are required to use standard size containers i.e. pint, bushel, ½ peck, peck, ½ bushel.

8. Attendance

- Annual vendors must attend a minimum of 15 markets.
- Vendors are required to stay the full duration of the market unless explicitly discussed and approved with someone from the Bay Area Farmer's Market Organization

9. Set Up/Take Down

- Vendors are required to bring all of their own set up materials including: tents, tables, racks, etc.
- Vendors are required to display a sign that clearly states their business name.
- Labeling that makes product category and price clear is encouraged by the Jefferson Street Market.
- There are limited locations with electricity.
- Vendors can arrive up to an hour before market start times to set up and must be set up by the start time.
- Jefferson St. is barricaded so all items including set up materials must be unloaded in front of the barricade. The stall spaces are located right behind the barricade or on 1st Street.
- Unloading of any items in front of the road barricade must be completed 15 minutes before market start.
- The market must be vacated 30 minutes after market end times.
- All vendors must remove all waste and any items from their stall space before leaving the market.
- If vendors fail to clean up and dispose of trash in their stall area they will be billed a cleanup fee with a minimum of \$50.

10. Parking

- Vehicles can park in front of barricades to unload and vacate the area 15 minutes before the market starts.
- Parking will be assigned by the market manager based on stall location.

11. Weather

- Markets will remain open in the event of rain.
- Markets will close during severe weather (lightning, thunder, hail, etc.) Market may be canceled or closed early.

12. Public Safety

- Vendors must set up stalls to minimize public safety hazards for customers and vendors. Tripping hazards in and around stands must be eliminated.
- 40# weight per tent leg is required for a 10x10' tent.
- If an emergency occurs near a vendor's stall, the vendor must immediately call 911 and alert a Bay Area Farmer's Market Official.

13. Sales Tactics

- Overt sales tactics, specifically hawking, are prohibited from the market. Hawking: to sell or attempt to sell something, especially to do so in a loud and intrusive manner.
- Offenders will be asked to leave the premises.

14. Animals

- Market vendors and customers are prohibited from bringing pets (i.e.) dogs, cats, etc. into the market area due to health standards set by the MI Department of Agriculture in regard to public food markets.
- Service animals are allowed at markets as long as a health or safety hazard does not result from the presence of the service animal.

15. Non-Discrimination

- The Bay Area Farmer's Market and its vendors shall not discriminate against any person in respect of race, religion, national origin, gender, sexual orientation, age, or any other status or condition protected by Federal or State law.
- Non-discrimination violation will result in eviction from the market with no refund.

16. Smoking

- Smoking is prohibited in the market perimeter due to Department of Agriculture standards to prevent food contamination.

17. Market Manager

- There will be a market manager present at each market.
- The market manager reserves the right to enforce all rules and regulations on the market premises and hold responsibility to make decisions if any issues arise.
- The market manager reserves the right to demand someone to vacate the premises if they are exhibiting disruptive, threatening, or instigative behavior
- The market manager reserves the right to approve or deny vendors on an individual basis. Reasons may include misrepresentation of products, missing payments, disorderly conduct, or violation of rules and regulations.

18. Harassment

- The Jefferson Street Market is committed to creating a market that is free from harassment and requires all vendors, employees, and public to abide by this policy.
- Harassment based upon an individual's race, religion, national origin, gender, sexual orientation, age, veteran status, marital status, handicap or other status or condition protected by Federal or State law will not be tolerated. Examples of such harassing behavior include making threats, derogatory comments, or slurs.
- Sexual harassment is forbidden. Examples of sexual harassment include non-consensual physical contact, offensive and vulgar language, sexual propositions, and sexual jokes or gestures.

- If an individual feels that they have been harassed they should immediately report the matter to a Bay Area Farmer's Market Staff member. Once the matter has been reported it will be investigated and appropriate corrective action will be taken. Complaints of harassment will be handled in a confidential manner.
- Disciplinary action including expulsion from the market will be taken if someone violates the harassment policy.

19. Prohibition of Offensive Language

- Display of hate symbols or images is banned while on market property.
- The Bay Area Farmer's Market Officials have sole discretion to determine whether a symbol is a "hate symbol."
- The Bay Area Farmer's Market also prohibits the use of abusive and offensive language, including profanity, while on market property.

Bay Area Farmer's Market 2025 Application

BUSINESS NAME	
PRODUCT DESCRIPTION	
CONTACT NAME(S)	
TELEPHONE NUMBER	
EMAIL ADDRESS	
MAILING ADDRESS	
SOCIAL MEDIA IDENTIFIER (I.E. FACEBOOK, INSTAGRAM, WEBSITE)	
DATE OR DATES TO ATTEND	
SIZE OF STALL (10X10 or 20X20)	

Bay Area Farmer's Market WAIVER AND RELEASE OF LIABILITY

In consideration of participating in The Jefferson Project' market/event/fundraiser, located at the premises of The Jefferson Project, a Michigan Domestic Non-Profit Corporation (the "Market"), the undersigned vendor (the "Vendor") agrees to the following terms and conditions:

1. Waiver and Release of Liability: Vendor's participation in the Event is voluntary and subjects Vendor and/or its employees/agents/volunteers to the possibility of certain risks, including but not limited to property damage, personal injury, or financial loss. (collectively "Risks"). Accordingly, we agree to the following:

a. We hereby release and hold harmless the MARKET, its officers, directors, employees, agents, volunteers, and contractors (collectively "Releasees") from any and all claims, demands, liabilities, actions, or causes of action arising out of or related to Vendor's participation in the Market. This release includes, but is not limited to, any claims for personal injury, property damage, or economic loss, whether caused by negligence, omission, or any other act or failure to act by the Organization.

b. This Agreement shall be binding on any estate, heirs, executors, administrators, successors, or assigns of Vendor, as well as any other party asserting a Claim on Vendor's behalf.

2. Indemnification: Vendor agrees to indemnify and hold harmless the Market from and against any and all claims, demands, liabilities, actions, or causes of action, including reasonable attorney fees and expenses, arising out of or related to Vendor's participation in the Market.

3. Insurance: Vendor acknowledges that the Market does not provide any insurance coverage for Vendor's participation in the Market. Vendor is solely responsible for obtaining and maintaining appropriate insurance coverage, including but not limited to general liability insurance, to protect against any claims or losses arising out of their participation in the Market.

4. General Provisions:

a. Parties hereby expressly agree that (1) this Agreement shall be governed and construed according to the laws of the state of Michigan without regard to its conflict of laws provisions and (2) any action or proceeding concerning any Claim or the meaning or effect of any provision of the Agreement shall be conducted only in the federal or state courts located in Bay City, Bay County, Michigan, and that for such purposes, Vendor expressly submits to the jurisdiction of such courts.

b. This Agreement contains the entire understanding between and among the parties concerning these matters. No waiver, modification, or amendment of any of the terms of this Agreement shall be effective unless made in writing and signed by the party to be charged.

c. Vendor hereby expressly agrees that if any portion of this Agreement is held invalid, the balance of the Agreement shall nonetheless continue in full legal force and effect.

By signing below, the Vendor acknowledges that they have read, understand, and voluntarily agree to be bound by the terms and conditions of this Vendor Waiver and Release of Liability Agreement and Bay Area Farmer's Market Rules and Regulations.

Vendor's Name (Printed): _____

Vendor's Signature: _____

Dated: _____

