



## Kalkaska Farmers Market 2024 Market Operations and Policy List

### **The Kalkaska Farmers' Market Mission:**

The Kalkaska Conservation District adopted the Kalkaska Farmers Market in its entirety in January 2022 and seeks to create a lively and vibrant market, showcasing local food and talent of Kalkaska County and neighboring communities. The Market and its vendors are ambassadors for community development, local businesses, and schools, and proudly provide quality products that help create a local and robust food economy.

### **Kalkaska Farmers Market Team**

Market Coordinator: Renee Penny, [renee.penny@macd.org](mailto:renee.penny@macd.org), cell: 989-306-0781

Sponsoring Organization: Kalkaska Conservation District

[www.kalkaskaconservation.org/farmers-market](http://www.kalkaskaconservation.org/farmers-market)

PO Box 2068, Kalkaska, MI 49646, (231) 258-3307

### **Location and Hours of Operation**

1. The Kalkaska Farmers Market (hereafter written as the Market) is held on Tuesdays from 2:00 PM to 6:00 PM.
2. The Market will be located at a highly visible location in Downtown Kalkaska at Railroad Square (353 S Cedar Street, Kalkaska, MI 49646).
3. Market will begin on May 14, 2024 and conclude on December 17, 2024. The entire season is 30 weeks in total.
  - a. Market shall be hosted on Tuesdays, 2 pm – 6 pm from May to October
  - b. Market shall be hosted on Tuesdays 2 pm – 5 pm for November and December
4. Early sales are discouraged at the Market. Sales should start promptly at 2:00 PM. Vendors are expected to arrive early to set up and be prepared to start on time.
5. Vendors are expected to stay the entire Market Day. A reasonable effort will be made to keep vendors in the same booth throughout the market season. Vendors that repeatedly arrive late, leave early, or are absent may be moved to create the proper market environment. The move will be considered permanent unless prior arrangements are made with the Market Coordinator.

### **Products Allowed**

6. Products eligible for sale at the Market:
  - Fruits, vegetables, and field crops
  - Plants, flowers (fresh or dried)
  - Honey and maple syrup
  - Coffee, tea, baked goods, and prepared food
  - Eggs, cheese, and meat products
  - Herbal salves and tinctures
  - Local handmade crafts
  - Local arts
7. The highest priority of acceptance and vendor booth placement will be given to those with closest proximity to Kalkaska County. Our Market is intended to highlight producers from Kalkaska County and bordering/neighborhood counties (Antrim, Otsego, Crawford, Roscommon, Missaukee, Wexford, and Grand Traverse). The market coordinator may allow producers outside of this radius or other northern Michigan counties to participate in the market if those products are not represented at the Market by a more local vendor.
  - a. Vendors who retail farm products (fruits, veggies, and proteins) and value-added products (jams and

jellies of such products) will be accepted at a higher ratio than artisan and crafted items. Artisans and crafters will be accepted on a limited basis, every effort will be made to not duplicate crafted items.

8. The Market does not permit the sale of any marijuana or ingestible/consumable products that contain THC. Locally produced CBD or CBG products may be allowed per the discretion of the Market Coordinator and the market committee.
9. We do not accept franchises or vendors selling products from multi-level marketing businesses. Vendors must produce their own products; the re-selling of items (produce or crafted items) is not permitted. Some exceptions may be made if you have a partnership and contract with a neighboring farm, producer, or artisan to sell their produce. Vendors should be able to prove the origin of produce (Absolutely no reselling of produce purchased from auction sites – produce MUST be locally grown).
10. The Market Coordinator has the right to refuse vendor participation if the product is ineligible or does not comply with the rules indicated in this document. Repeat offenses will result in ineligibility to participate in future markets and any fees paid will not be refunded.

### **Vendor Fees & Participation**

11. Market fees for 2024: Fees are due at the start of each market to either the Kalkaska Farmers Market (406 South Cedar Street, Ste A, (PO BOX 2068), Kalkaska, MI 49646) or to the Market Coordinator at set-up.
  - a. Rates are as follows:
    - i. Season dates: May 14 to December 17, 30 weeks total
    - ii. Inside the pavilion \$360 (Limited spaces available) (\$12 per week)
    - iii. Outside the pavilion \$210 (\$7 per week)
    - iv. Non-profit permanent booth \$150 (10 or more season setups)
    - v. Ten-week punch card Pass \$130 (\$13/week -10 weeks total)
    - vi. Youth entrepreneur booth \$5 per week
    - vii. Daily rate: \$15.00
  - b. Vendor booth assignments are based on your availability, willingness to participate every week, and the market coordinator's discretion for overall market atmosphere and flow. Booth assignments and layout will be made on May 7<sup>th</sup> at the Vendor Orientation of all the applications received to date.
  - c. Youth entrepreneur spaces are intended for those ages 16 to gain experience in selling and marketing. The program helps children gain important skills and knowledge about product development, customer interaction, pricing, and customer service.
12. Applications should be received electronically at <https://forms.gle/6d5dDxLGqAUNhFur6>, also available on our Facebook page - [@KalkaskaFarmMarket](#) and website - <https://kalkaskaconservation.org/farmers-market>.
  - a. Electronic submissions are highly preferred, so there is an accurate timestamp to allow for placement of the first come first serve booth assignments in the Pavilion.
  - b. Paper applications are available on a limited basis, contact the Market Coordinator if you need one.
13. A \$25.00 bank fee will be charged on all returned checks.
14. The District shall maintain a booth for market administration, a booth for activities, and a booth featuring a non-profit organization of the week. (The featured non-profit table is available on a first come first served basis.) Interested non-profits should sign up directly with the Market Coordinator.
15. Vendor booths shall be no more than 10 x 10 feet. If more space is needed or desired, vendors can make arrangements to pay for extra space as available.
16. Electricity is available in the Pavilion; vendors may use it when pre-arranged with the Market Coordinator.
17. Canopies are required when outside; however, if you do not own one, the Market Coordinator can provide one,

on a first come, first served basis, for a \$10.00/day fee. 24 hours advance notice is appreciated to ensure there are enough canopies present for Market day. Canopies and pop-up tents MUST be weighed down at each post. This is for everyone's safety should wind or weather happen unexpectedly. Vendors can be liable for any damages caused by lost canopies in the wind.

18. Vendors are required to register with the Market Coordinator upon arrival; initial registration will include a vendor declaration of compliance with the Market rules.
19. Vendors are responsible for insurance coverage and compliance with local and state laws as it relates to Farmers Markets. This includes the responsibility to be up to date with any applicable licenses for their products and be able to furnish them upon request.
  - a. Processed Foods: Vendors who sell processed foods must have a valid Food Establishment License or sell products allowed by and in compliance with Michigan's Cottage Food Law, PA 113 of 2010. Vendors can contact the Michigan Department of Agriculture and Rural Development to obtain a Food Establishment License.
  - b. Cottage Food Law: Under Michigan's Cottage Food Law, non-potentially hazardous foods that do not require time and/or temperature control for safety can be produced in a home kitchen (the kitchen of the person's primary domestic residence) for direct sale to customers at farmers markets, farm markets, roadside stands, or other direct markets. More information on the Cottage Food Law can be found at <https://www.michigan.gov/mdard/food-dairy/michigan-cottage-foods-information> or by contacting the Michigan Department of Agriculture and Rural Development (MDARD). They can be reached at [MDA-Info@Michigan.gov](mailto:MDA-Info@Michigan.gov) or 800-292-3939.
20. Sampling is allowed if the samples are prepared in a commercial kitchen before the market start time. No vendor can make a product on-site and either offer for sampling or sell unless proper licenses are acquired by the health department. Samples of fruits and vegetables should also be prepared off-site and brought to the market ready for sampling. Foods that must be sliced or cut for sampling at the market should be handled with clean instruments, and with ample hand and implement washing equipment available.
21. Vendors wanting to share a booth space must be pre-approved to do so by the Market Coordinator. No more than 2 vendors may share one stall.
22. New vendors are requested to submit a photo that represents what is to be sold, as well as state the location of the farm/business where products and produce are grown or produced.

### **Code of Conduct**

23. Vendors are encouraged to participate every week, doing so contributes to the success of the entire Market. If you cannot attend Market, but have committed to do so, please contact the Market Coordinator ASAP to let them know of your situation. Notifying the Market Coordinator at least 24 hours in advance of the Market is greatly appreciated. We do realize there may be circumstances beyond your control that you may not be able to do so.
  - a. Animals are not allowed at the Market, except for service animals. A service animal is a dog or miniature horse individually trained to do work or perform tasks that are directly related to and mitigate the handler's disability. For example, a service animal may be trained to navigate for someone who is blind, retrieve items for someone in a wheelchair, or lead someone with PTSD to a safe location during an episode. All other species of animal, trained or untrained, are not recognized as service animals in Michigan and are not required to be admitted into covered entities under the ADA such as grocery stores, state and local government facilities, hotels, hospitals, etc. (Americans with Disabilities Act Title III Regulations, 28 CFR § 36.104 – Service animal).
24. Smoking and vaping are NOT ALLOWED in the market space.

25. Vendors are expected to be neat, courteous, and respectful. Loud music, arguments, heckling, or profanity will not be tolerated. The Market is designed to be a family and community-friendly space that supports farm-to-table food and a rich cultural exchange. It is the goal of the Market that customers will know their food and the farm of origin.
26. Trash receptacles are for customers only. Vendors are expected to leave their booth spaces clean and remove all trash, food, and products by the end of the day.
27. Any activity by any person not under contract with the KFM, such as petitioning, campaigning, or other public speaking should take place outside of the active market space. This is an effort to make the Market space a neutral zone to enjoy fresh and local produce and craft items.
28. Vendors are expected to bring enough products to participate in the entire market day and stay until 6:00 PM. Vendors who repeatedly arrive late, leave early, or are absent may be moved to create the proper market environment or may not be invited to participate in the Market again.
29. The Market Coordinator has the right to refuse vendor participation in the event they do not comply with the code of conduct expectations indicated in this document. Repeat offenses will result in a loss of ability to participate in future markets and any fees paid will be forfeited.

**Food Assistance Programs:**

30. The Market intends to participate in food assistance programs for the 2024 season. This may include SNAP/EBT, Double-Up Food Bucks, WIC Project FRESH, Senior Market FRESH, and local food assistance programs and grants. Vendors are expected to participate in all applicable food assistance programs.
31. Vendors are required to have signed agreements on file with the Market Coordinator to be reimbursed for food assistance program sales. Vendors will be reimbursed for these sales within one month.
32. Eligible vendors who accept SNAP/EBT benefits, Double Up Food Bucks tokens, Project FRESH, and Market FRESH coupons are required to:
  - a. Submit signed agreement forms before participation in the market.
  - b. Display required signage for each alternative payment program each market day.
  - c. Clearly mark prices on all products.
  - d. Some programs may require additional training. The Market Coordinator will notify vendors as these trainings are available.

**Marketing and Promotion**

33. The Market maintains an active Facebook page during the Market season, @kalkaskafarmmarket . Please like and share this page through your personal and/or business pages.
34. Photos and videos taken by Market staff, committee members, or designee at the Market or those provided by the Vendor, may be used for advertising and promotion purposes (News releases, website, Facebook, etc.).
35. Vendors are encouraged to promote themselves and our Market. This may be accomplished through word of mouth, fliers/promotional materials at your stand at other markets (if allowed), social media, and email lists.



## VENDOR APPLICATION 2024

PLEASE NOTE – Electronic Applications are highly preferred at this link:  
<https://forms.gle/E3DafB8rm4JQ32QJ9>

Name \_\_\_\_\_

Business/Organization \_\_\_\_\_

Do you maintain social media accounts? If yes, where we may find you? \_\_\_\_\_

Produce/Products Sold \_\_\_\_\_

\_\_\_\_\_

Mailing Address \_\_\_\_\_

City State Zip \_\_\_\_\_

Home Phone/Cell Phone \_\_\_\_\_

E-Mail Address \_\_\_\_\_

IN CASE OF EMERGENCY CONTACT: Name /Phone \_\_\_\_\_

### VENDOR FEES

Summer Market Season, Every Tuesday 2 pm – 6 pm (May to October), 2pm - 5pm (November to December)

May 14 to December 17, 2024, 30 weeks total

Which would you like to sign up for? (Please check one)

Season dates: May 14 to December 17, 30 weeks total

- Inside the pavilion \$360 (Limited spaces available) (\$12 per week)
- Outside the pavilion \$210 (\$7 per week)
- Non-profit permanent booth \$150 (10 or more season setups)
- Ten-week punch card Pass \$130 (\$13/week -10 weeks total)
- Youth entrepreneur booth \$5 per week
- Daily rate: \$15.00

You may pay by cash/check/credit card to the Market Coordinator. Any checks should be made payable to Kalkaska Farmers Market, PO Box 2068, Kalkaska, MI 49646. Please contact Market Coordinator Renee, or the Kalkaska Conservation District with any questions, 231-258-3307 or [renee.penny@macd.org](mailto:renee.penny@macd.org).

I have read this document in its entirety & agree to abide by the Kalkaska Farmers' Market Vendor Code of Conduct and Policy List. I understand failing to comply could result in forfeiture of paid vendor fees & ability to participate in future Market events. I understand and agree that violation or falsification of any of the terms of the policies will result in immediate and permanent loss of permission to sell any product at the Market.

Print Vendor Name \_\_\_\_\_

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

**Hold Harmless Agreement & Indemnification and Release**

Vendor/participant: \_\_\_\_\_ (Hereafter referred to as "vendor") being provided space at the Kalkaska Farmers Market, agrees to the following terms and conditions:

1. The Kalkaska Farmers Market is operated by its officers, employees, agents and volunteers.
2. " Vendor" shall mean any farmer, seller, participant, employee, or volunteer, engaged in activities relating to the Kalkaska Farmers Market, Kalkaska Conservation District, and its affiliates.

**Indemnification**

The vendor shall indemnify and hold harmless the Kalkaska Farmers Market and the Kalkaska Conservation District, its affiliates, board of directors, employees, and volunteers of the lot/space(s), the Village of Kalkaska, officers, agents, employees and volunteers from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, regardless of the merit or outcome of any matter connected to any act or omission in going to, coming from, performing services, work or activities at or in relation to the Kalkaska Farmers Market and associated events at Railroad Square, 353 S Cedar Street, Kalkaska, MI 49646.

**Market: Safety Requirements**

The vendor hereby assumes liability and financial responsibility for any accident, injury or property damage resulting from failure to comply with the Kalkaska Farmers Market rules, including health and safety regulations as it relates to their business.

**Release**

The vendor 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 Kalkaska Farmers Market.

I HEREBY STATE THAT I HAVE READ, UNDERSTAND, AND AGREE TO FOLLOW THE ABOVE PROCEDURES OUTLINED IN THIS COPY OF THE KALKASKA FARMERS MARKET HOLD HARMLESS AGREEMENT-INDEMNIFICATION AND RELEASE FORM. IN WITNESS THEREOF THIS AGREEMENT IS EXECUTED.

This \_\_\_\_\_ day of \_\_\_\_\_ (month), 2024

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Vendor Signature

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

\_\_\_\_\_  
Phone