

DOWNTOWN MARKET GRAND RAPIDS

2017

Michigan Pop Up Marketplace RULES & REGULATIONS

Authority to operate is granted by the State of Michigan and the City of Grand Rapids. The Rules and Regulations were adopted by the Downtown Market Board of Directors. The Downtown Market is subject to all pertinent local, county, state and federal regulations and laws. All participating vendors are expected to be familiar with the following rules and regulations.

The purpose of the Rules and Regulations is to govern the operation, administration and management of the Michigan Pop-up Marketplace under control of the Downtown Market Board of Directors. The Downtown Market and its designated agents will implement and enforce all rules, regulations and policies pertaining to the operation and management of the Michigan Pop-up Marketplace in a fair and equitable manner.

These Rules and Regulations are subject to review and change, for the most up to date version, please visit www.downtownmarketgr.com.

1. Overview

1.1. The Michigan Pop-up Marketplace will be held the fourth **Saturday** of every month, May-September. Michigan Pop-up Marketplace dates:

May 27

June 24

July 22

August 26

Sept 23 – Upcycled Theme (made from materials that are recycled or repurposed)

1.2. Official Market hours will be as follows:

8am – Vendor Set-Up

9am - Indoor Market and Michigan Pop-up Marketplace open to public

4pm – Michigan Pop-up Marketplace Closes

5pm – Vendors must exit Downtown Market parking lot

2. Products Allowed at the Downtown Market

2.1. The Michigan Pop-up Marketplace is for the sale of Michigan made good and products, including but not limited to food, art, furniture, home décor, gift items, etc.

2.2. Merchandise made outside the state of Michigan will not be permitted. Foods must be locally prepared with primarily locally sourced ingredients.

2.3. Food vendors must carry applicable food licenses and foods must be prepared or packaged in a licensed kitchen. There will be no prepared foods allowed under Michigan Cottage Food Law.

2.4 Food/beverage for immediate consumption, mobile food establishments, and Special Transitory Food Units (STFUs) will not be allowed.

3. Stall Description & Rates

3.1. Stalls include electricity and Wi-Fi.

3.2. Stalls are approximately 24ft deep x 9.5ft wide. Spaces consist of one parking space (approx. 9.5ft wide and 18ft deep) with an additional space under the canopy (approx. 9.5ft wide x 6ft deep). The Michigan Pop-up Marketplace has not leased the entire parking lot and therefore parking in spaces other than a vendor's assigned stall is not permitted. You may leave your vehicle in your stall, or park off site to make room for additional selling space. Off site parking is at vendors expense.

3.3. Due to the narrow width of the stalls, 10x10 pop up tents are not permitted unless a double stall is purchased.

3.4. Stall and table rentals for the 2017 season are as follows:

Daily Rate: \$45 per stall; paid in advance.

Tables: \$5 - \$10 each (depending on the size); paid in advance.

3.5 No refunds for vendor cancellations.

3.6. Vendors will be allowed to attend no more than 2 dates in 2017. This ensures a variety of products are offered for Downtown Market guests throughout the season.

3.7. Stall reservation and photo submission does not guarantee website or social media feature.

4. Parking

Parking at the Downtown Market is exclusively reserved for customers of the Downtown Market. Vendors are asked to either A) park their vehicle within their stall or B) park off property at the spaces located on Ionia Street or surrounding side streets. Off site parking is at vendor expense. Vendor cars that are not parked in designated areas will be ticketed and towed.

5. Vendor Conduct

5.1. All vendors are expected to stay through entire Market hours.

5.2. Vendor's product cannot extend into the Market walkways. A minimum four-foot (4') wide pathway or aisle shall be maintained in designated areas and no obstacles may be placed in pathways, aisles, or frontage that could cause a pedestrian to fall.

5.3. In the event that an extension cord is used, vendors must secure it so as to not cause an unsafe condition for pedestrians (taped down or covered).

5.4. Tarps or other coverings may not be hung from the market shed. Coverings shall be anchored by heavy weights or safely secured to insure the stability of said structure in windy conditions. No staked tents are allowed.

- 5.5. Vendors are required to leave their assigned space clean and swept. Waste must be placed in the receptacle provided or removed from site by vendor.
- 5.6. No animals/pets are allowed in the Market with the exception of guide and service dogs. Vendor's pets are not allowed at the Market.
- 5.7. Vendors must be respectful of other participants of the Downtown Market. Radio and other noise-making devices must not disturb other vendors and Market customers.
- 5.8. No alcoholic beverage or controlled substance in any form shall be consumed and/or used in the market area.
- 5.9. The Downtown Market is a smoke-free campus; no vendor, their employees, or customers are permitted to smoke on the premises.
- 5.10. Vendors may not assign, or sublease their booth or any portions thereof to any person not listed on the vendor application.
- 5.11. Vendors may not move stalls without permission from Market Manager (Cecily Near).
- 5.13. No one may enter the Downtown Market with intent to sell products on days other than the stated Market days unless they have obtained prior approval and have a signed contract on file.

6. Forces Beyond Control

The Michigan Pop-up Marketplace is open "rain or shine" and stalls paid in advance are non-refundable. In the event any part of the stalls and selling area is unavailable whether for the entire event or a portion of the event as a result of power outage, fire, flood, severe weather conditions, tempest or other such cause it is necessary to cancel, postpone or re-site the Market or reduce Market hours, setup time, the Market Management shall not be liable to indemnity or reimburse the Vendor in respect of any damage or loss, direct or indirect as a result thereof.

7. Compliance with Federal, State, and Local Government Standards

- 7.1. Each vendor is responsible for obtaining the proper Federal, State, and Local government licensing. Misrepresentation will result in a violation.
- 7.2. Vendors must comply with licensing, identification, weights, measures, and handling standards imposed by Federal, State, and Local governments.
- 7.3. Vendors are responsible for collecting and paying all taxes and levies as related to the vendor's participation and sale of goods at the Market.

8. Interpretation & Enforcement of Market Rules & Regulations

- 8.1. The Market Manager has the authority to interpret and enforce Market rules and regulations.
- 8.2. The Market Manager has the right to inspect any products offered for sale at any time. Misrepresentation of items sold will result in a violation.
- 8.3. Market Management has the right to deny or restrict any vendor access to the Michigan Pop-up Marketplace for failure to follow the Market Rules & Regulations. Concerns, problems, and complaints must be directed immediately to the Market Manager

8.4 The Market Manager reserves the right to reject a vendor application if, in the Market Manager's judgment, the products are not compatible with the overall concept of the Michigan Pop-up Marketplace, or based on the overall product "balance" at the Market.

9. Exhibitor Liabilities

Downtown Market will not assume any liability for any injury that may occur to market visitors, vendors, or their agents and employees at any time. If the vendor and/or his employees damage the occupied space or any area of the Downtown Market, the contracted vendor is liable. Vendor hereby agrees to indemnify and save harmless the Downtown Market, Market Board of Directors, Grand Events, LLC, or their officers, sponsors, employees, agents, guests, and successors for any damages, expenses, losses or liabilities, including but not limited to any suit or claim for personal injury, product liability, for property damage or for loss or use of property by whomsoever sustained on or about vendor's participation in the Show.

Failure to comply with these rules and regulations may be cause for temporary or permanent dismissal from the Downtown Market Grand Rapids.