OLD WESTERN MARKET LLC.

**VENDOR AGREEMENT**

**PREAMBLE**

The Old Western Market is owned by Old Western Market LLC and is operated as a service to the public. Vendors are accepted as tenants to provide goods and services for the public that otherwise might not be available. Old Western Market LLC has approved the following rules and regulations with which all vendors MUST comply to ensure a useful and well-regulated marketplace.

All individuals/groups leasing selling space at the Old Western Market are herein defined as VENDORS.

All items sold at the Old Western Market are herein defined as MERCHANDISE.

**Scope of Operation**

A. The Old Western Market is hereby defined as a marketplace designed for vendors selling basic products as well as unique foods and artisans products. Old Western Market will furnish reasonable, necessary area and utilities to meet the requirements of all state, county, or local laws or regulations with regards to a market operation.

B. The day-to-day management of Old Western Market will be the responsibility of Old Western Market LLC

C. Market days and hours of operation shall conform to the posted market schedule. The time of opening and closing may be changed or regulated by Old Western Market, as conditions warrant. Special market days may be held with approval of Old Western Market. All participating vendors shall adhere to the posted hours of operation.

**Safety Regulations**

 Tenants will avoid creating or causing any and all hazards. The safety of visitors is always paramount.

1. Smoking is NOT allowed on market grounds.

2. Fire extinguishers are required for all food trucks and MUST be kept VISIBLE and ACCESSIBLE at all times. Additionally, two fire extinguishers will be available at the market table

3. Any electrical extension cord used MUST be approved by the City of Detroit Fire Marshall and MUST be used in a safe way so as not to create a tripping hazard for vendors or customers. Extension cords used in overhead hanging outlets must leave aisles free and clear.

 **General Rules**

1. Consumption and/or sale of any controlled substance(s) is not permitted in the on the market grounds.

2. No alcoholic beverages are permitted on the market grounds.

3. Vendors will be responsible for any injury to him/herself, other vendors, and/or the public while moving merchandise in or out of the market. Vendors must notify Old Western Market LLC of any injuries or damage.

4. Abusive language will not be tolerated in the building or on the market grounds.

5. No one may beg, loiter, solicit, or place any poster, advertisement or billboard on the market premises without approval of the market.

6. No one may sell or attempt to sell any merchandise or animals on the market grounds without the express permission of Old Western Market LLC. No sales of tobacco, cannabis, weapons, pornographic or illegal material of any kind is allowed

7. Old Western Market LLC is not liable for theft or damage of any merchandise before, during or after market hours. No vendor merchandise is to be stored in the market building.

8. Old Western Market LLC assumes no responsibility and is not liable for any injuries which may occur within an individual stall. Vendors are expected to keep their merchandise in reasonable order and allow unimpeded access to customers.

9. Violation of established market rules and regulations can be deemed cause for denial of market participation privileges.

10. Vendor hereby grants to Old Western Market LLC the irrevocable, non-exclusive right and license throughout the world, in perpetuity to use the trade name, names, likeness, images and other media representations of Vendor and Vendor’s employees, agents and guests (“Vendor Parties”) for purposes of marketing and advertising the Market for the Market’s website, social media, print advertising, and in any and all media now or hereafter devised without any payment to Vendor or the Vendor Parties.  In furtherance of the above Vendor agrees on behalf of itself and the other Vendor Parties, that in connection with Old Western Market LLC’s advertising and marketing, Old Western Market LLC shall have the right to take and use photographic images, video footage, graphic images and sound recordings of Vendor Parties at the Market. Vendor shall be required to inform all of its employees and contractors of the foregoing policy and shall include in any of its employment or contracting agreements language and a release acknowledging the same and for the benefit of Old Western Market LLC. In addition, to the extent that Old Western Market decides or determines to obtain specific separate photo/image signed releases from Vendor employees and staff, Vendor shall cooperate and assist Old Western Market LLC in obtaining the same.

**Market Management Responsibilities**

The Market Manager performs all related duties to maintain and operate an efficient market in the best interest of Old Western Market LLC, all vendors, and the general public. The Market Manager maintains order in the market and:

1. Enforces days and hours of operation as determined by Old Western Market LLC.

2. Assigns stalls to all vendors. Determination of use/rental of any daily stalls, porch areas, or vacant annual stalls shall be at the direction of the Market Manager. Recognizing that some vendors require less space or more space, the Market Manager will work with you to accommodate your needs at a negotiated rate. You will be provided with a 6 foot table where a maximum of two vendor representatives may sit. No chairs will be provided.

3. Collects rental fees from all vendors, maintains records and accounts.

4. Directs the distribution/arrangement of all vehicles on the market premises or grounds.

5. Upon closing, inspects stalls to ensure vendors have left the area in a clean and orderly condition.

6. Verifies that all local, state, and federal laws are observed all licenses and permits are valid and current for each vendor and maintains files of same.

7. As necessary, inspects farm or production facilities for compliance with market rules and regulations. Vendors must allow inspection.

8. Locates new vendors as stalls are available and registers goods to be sold by these vendors in order to provide a select variety of merchandise to the public.

9. Informs vendors of any violations of the rules and regulations.

10. Enforces rules and regulations set forth by Old Western Market LLC.

**Vendor Responsibilities**

 A. All vendors shall use the premises in strict accordance with the market rules and regulations and standards then in effect; and, in accordance with the rental agreement between Old Western Market LLC and themselves.

B. No vendor or lessee shall sell, sublet, or assign such space and privileges pertaining thereto. Exchange of space for the convenience of vendors may be made with the approval of the Market Manager.

C. Vendors must provide safe conditions for the public and must obtain their own insurance against all liabilities. Insurance shall provide general liability coverage of $1,000,000 per occurrence and $2,000,000 aggregate, with Old Western Market LLC named as an additional insured party and present evidence of coverage to the Market Manager. For the year 2024, in addition to the above licenses the vendor must obtain a City of Detroit Vendor Special Event License.

D. No person in the market shall interfere with or refuse to comply with the direction of the rules set by the Market Manager or duly appointed agent carrying out the provisions of these rules and regulations.

E. Each vendor MUST obtain and furnish to the Market Manager a current and valid copy of any and all licenses and permits necessary for their operation. This includes all city and state licenses and certificates, including but not limited to state sales tax registration and any applicable health department licensure or certification. It is vendor’s responsibility to be aware of all required licenses and certificates and to obtain those required for its operation in the Market.

 F. ALL Vendors need to park in the designated vendor parking areas only.

G. Vendors must have their stall(s) completely set up and ready for operation at the scheduled opening of the market. In the event a vendor has sold all available merchandise, permission to leave early may be obtained by the Market Manager. Vendors reporting late to the market must unload goods outside the market for safety reasons. No late arriving vehicles are permitted in the market one-half hour prior to the scheduled opening of the market.

H. Vendors shall not vacate the market before the official closing time for any reason without the express permission of Old Western Market LLC. After the scheduled closing of the market, all vendors must vacate the market within 2 hours.

I. All vendors participating in scheduled market days/events MUST park their vehicles/trailers in designated vendor parking areas ONLY!

J. Vendors must comply with all pertinent item pricing requirements for State of Michigan. Cancellation policy is as follows: Vendors are required to give a minimum of 72 hours’ notice if they cannot meet their rental commitment. Notice must be given to Old Western Market LLC in the office ONLY! (Or by telephone to the office). Failure to comply will result in booth rental payment due before future selling dates can be scheduled.

K. Rental fees are documented on our Rental Fees Schedule

L. All rental fees are to be paid in the office no later than 10am before the day of the market.

**Stall Standards**

A. Merchandise is to be displayed within stall boundaries. No merchandise is to be displayed in the aisles. Vendors are required to keep merchandise within their allotted stall area at all times, including merchandise awaiting customer pick-up.

B. Stalls are not to be used for storage purposes.

C. Stalls shall be kept free of garbage/trash. Garbage is defined as spoiled, left-over, or unwanted perishables. Trash is defined as any containers or wrappings such as cardboard boxes, newspapers, and any item(s) brought to the market for sale that needs to be discarded. All garbage/trash must be removed from the stall areas (including porches) and taken away OR placed in an outside dumpster designated by Old Western Market LLC.

D. Vendors may use approved hangers, shelves, etc. where applicable or supply their own freestanding display racks.

**Vendors Farm/Greenhouse/Orchard Vendors**

Farm/Greenhouse/Orchard vendors are herein defined to be any person or persons who are actually engaged in the business of growing the products they sell at the market.

A. Farmers shall sell at the market only fresh, sound, wholesome produce and products. All food shall be from sources approved or considered satisfactory by the local health officials (city, county and state) and the Department of Agriculture, and shall be clean wholesome, free from spoilage, free from adulteration and misbranding, and safe for human consumption. Only food prepared in an approved facility shall be stored, used, or offered for sale on the premises.

B. Daily selling spaces are assigned by the Market Manager each selling day by advance reservation. No guarantee of obtaining the same selling location from one sales day to the next is made or implied.

**Value Added Vendors – Food Related Specialty Foods**

Specialty Food Vendors are herein defined to be any person or persons who are actually engaged in the production of any ingredients made into or used as food. Any food products offered for sale in closed packages or sealed containers shall bear an approved label stating the producers name and address, name of the product, ingredients, and net weight or measure. All labeling of any package or container(s) must comply with the State of Michigan Department of Agriculture, Food Division Regulations, as well as any required Wayne County and City of Detroit regulations. All food products offered for sale must be prepared in an inspected and approved kitchen. Old Western Market LLC reserves the right to include Value Added Food vendors that are in compliance with the Michigan Cottage Law. Non-food, Garden Related Criteria: • Must have a Michigan Sales Tax License, when applicable • Must have a current Michigan Sales Tax License •

**Merchandise of a second hand nature**

 Antique/Collectible vendors are herein defined as persons who obtain and offer for resale collectibles, vintage clothing, jewelry, lighting fixtures, furniture, toys, paper goods, glassware, linens, books, but not limited to these listed items. Knives are to be kept in enclosed cases, secured by locks at all times. EXCLUDED ITEMS include, but not limited to, narcotics paraphernalia, firearms\*, ammunition, all martial arts weapons, fireworks, incense, lewd or pornographic materials and new merchandise direct from wholesalers. \*Firearms as defined by the Detroit Police Department - “Any instrument used in the propulsion of shot, shell, or bullets by the action of gunpowder exploded with it.”

**Disciplinary Actions Cause**

The following are causes for denial or loss of vendor selling privileges: • Failure to submit the required licenses/permits • Not in compliance with the rules and regulations of said licenses/permits when conducting business • Failure to pay rent and fees per agreement • Violation of any vendor specific responsibilities • Violation of any market Rules & Regulations • Disruptive conduct • False accusations written or verbal against another vendor

Action First offense – verbal warning (in writing, in vendor file, for the purpose of record)

 Second offense – Written notice, one selling day off

Third offense – Loss of selling privileges

Complaints by vendors must be submitted in writing to Old Western Market LLC. Old Western Market LLC will discuss and try to resolve the matter with the parties involved.

**OLD WESTERN MARKET FEE SCHEDULE**

August / September 2024

1.0 Thursday/Friday/Saturday three day rental special price

$120. These vendors obtain the premium vendor Spots.

You must appear at all days. If not you will be charged

$100/day attended

2.0 Single day $100/day

3.0 Outside farmers market $75 Saturday Rental

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Vendor Date

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Old Western Market LLC Date

2640 Michigan Avenue, Detroit, MI. 48216 - oldwesternmarket@aol.com