

## Imlay City Downtown Development Authority

# Special Event Vendor Form

## 2024 RULES and REGULATIONS

(Vendor Application on pages 7-12)

**INTRODUCTION** - Imlay City DDA Events are operated as a service to the public. Vendors are invited to participate to provide goods and services for the public that otherwise might not be available or in easy access. The Imlay City DDA has approved the following rules and regulations with which ALL vendors MUST comply with to ensure a well-regulated, safe, and fun event open to the public.

### 1. Day-of Operations

- a. This form is for special events ONLY, such as summer concerts, festivals or any town activities.
- c. Daily rate is waived for vendors. Vendors are expected to communicate with the DDA for the events that they will attend as far in advance as possible, but a minimum of 5 business days before the event date. Stall space is not guaranteed for anyone who does not make prior agreements.

### 2. Attending Event

#### a. Day-of Operations / Timeline Expectations

- Set-up time will begin up to 2 hours before the event begins. Vendors may set up and begin selling at this time.

**\*\* If an earlier set-up time is needed, it must be pre-approved by the DDA.**

Setting up at a non-pre-approved time to undermine the DDA or other vendors will NOT be tolerated.

- All vendors are required to remain set up and open for business until the advertised close of the event – leaving early may result in suspension from further event participation.
- Vendors must clear the event area within 1 hour after the close of the event. Vendors must gather and dispose of garbage and debris in their area.
- Vendors who would like to sell from a truck will need to include that information on their vendor application and arrangements need to be made in advance. (Truck Stall)

b. **Some events may not operate with bad weather.** Extreme heat, high winds, or severe thunderstorms in our area may be cause for cancellation or early closure. In the case of inclement weather, the DDA determines to cancel or pack up early.

i. Please make sure that the DDA always has the most current contact information so the vendor can be notified of any cancellations. If the DDA cancels the event, participants will be notified of the closing promptly by email or phone. Also, watch for updates on the Downtown Imlay City Facebook page and Instagram.

### 3. Stall Assignments

- a. The DDA assigns vendor stalls; vendor location preferences and requests are taken into consideration, but not guaranteed.
- b. Locations that include a truck stall will be on the East side of the lot, with truck parking located at designated locations enforced by the DDA. e. A tent/shelter is not provided. If a tent is brought, tent ties / ropes / weights must not cause a tripping hazard and should be tied with colorful ribbon or otherwise marked to prevent falls / run-ins.
- c. Depending on the event location, Truck stalls may be LIMITED.

### 4. Rental Rates (per stall)

- a. SPECIAL EVENT RATE

Daily Rate – **WAIVED**

### 5. Products

- a. The event accepts many different types of offerings to provide variety for customers. Contact the DDA to see if your specific product(s) or services qualify.
- b. All products are subject to review by the DDA.
- c. All produce (fruits / vegetables / berries) must be of good quality. No overripe or spoiled produce will be offered for sale.
- d. All vendors must comply with state and local guidelines for handling and storing food. Pre-packaged and prepared items must comply with current labeling laws. (See Michigan’s Cottage Food Law)
- e. Food sampling must be done with adherence to MDA and Health Department Requirements. All vendors offering food samples must realize responsibility for the safety of the food samples being offered. The vendors offering samples must take precautions to make certain that food samples are handled and displayed properly to prevent contamination.
- f. These events allow for LIMITED duplicate-type vendors / products – multiple inclusions are at the discretion of the DDA.
- g. No vendor shall be able to “dump” large quantities of any given product at a noncompetitive price. The vendor will be asked to leave the event.

- h. The DDA will not set prices for any product, whether produce or crafts.
- i. Crafts must be handmade.
- j. Resale / Antique vendors have additional guidelines. (see DDA)
- k. Additional rules may apply to food trucks. (see application)

## **6. Product Display**

- a. Vendors are encouraged to display their products attractively and keep with the character of the event. Vendors are encouraged to display the prices of their goods.
- b. Vendors using a canopy / shelter must have it anchored. Stakes will not be allowed on pavement and / or asphalt for anchoring purposes. It is recommended to use sandbags and / or cement blocks.
- c. Vendors must provide their table(s).
- d. Food items must be displayed on a table, not on the ground.
- e. All vendors must comply with state and local guidelines for handling and storing food. Pre-packaged and prepared items must comply with current labeling laws. (See Michigan's Cottage Food Law)
- f. Food sampling must be done with adherence to MDA and Health Department Requirements. All vendors offering food samples must realize responsibility for the safety of the food samples being offered. The vendors offering samples must take precautions to make certain that food samples are handled and displayed properly to prevent contamination.
- g. Vendor displays must not exceed the boundaries of their assigned stall.
- h. No obstacles may be placed in front of a stall that would present a hazard to others.
- i. Vendor signage should be attractive, readable, in good condition, and keep with the character of the market.
- j. Non-potable water and electricity may be available on-site, but use must be pre approved by the DDA.

## **7. Vendor Performance**

- a. Vendors must keep their stalls maintained in a clean and sanitary condition. All boxes, bags, containers, and debris must be removed by the vendor and shall not be left on-site at the end of the day. Trash receptacles, maintained by the City, are meant for the disposal of small articles of waste and are provided for customers only.
- b. Vendors are expected to act professionally and courteously with customers, other vendors, and City staff. Discourtesy to patrons or other vendors, obscene language, shouting, or hawking of wares will not be tolerated.
- c. Vendors and / or their agents and employees shall not disparage, demean, or make negative comments about – in any form or fashion – other vendors and their products or stall setup,

- market staff, or the market itself. Conduct meant to harm someone's reputation and / or business will not be tolerated. This includes all social media outlets.
- d. All complaints and / or concerns, whether from vendors or customers, should be reported to the DDA and submitted in writing.
  - e. Vendors shall not engage in disruptive conduct. Any disagreement between vendors shall be handled respectfully and professionally away from stalls and customers.
  - f. Vendors are not permitted to play music that can be heard beyond their stall boundaries.
  - g. Vendors with children (under the age of 16) accompanying them to the market must have a second adult present to care for the children. Children must be supervised at all times and remain within the assigned stall.
  - h. All vendors are subject to federal, state, and county laws, including those governing health, sanitation, sales tax, packaging, labeling, weights, and measurements. Vendors must comply with all rules applicable to the products they sell, such as having necessary food processing labels.
  - i. Participating vendors are strongly encouraged to carry liability insurance for their vendor business.
  - j. Imlay City Downtown Development Authority, City of Imlay City, and special event, are not responsible for the loss, theft, or damage to any vendors' merchandise, products, equipment, materials, or personal belongings.
  - k. Vendors who leave their stall unattended for any amount of time do so at their own risk.
  - l. Smoking is prohibited in the area.
  - m. Vendors are not permitted to bring animals to the event.
  - n. Vendors must agree to hold harmless from legal or financial liability Imlay City Downtown Development Authority, City of Imlay City, and the special event.
  - o. Failure to follow policies, regulations, and decisions of the DDA and the City of Imlay City will result in immediate and permanent removal from the event.

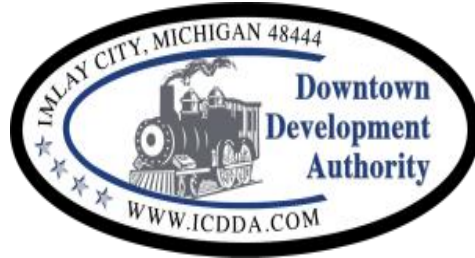
## **8. Enforcement of Rules**

- a. Vendors must conform to the rules at all times. Failure to follow policies, regulations, and decisions of the DDA and the City of Imlay City will result in immediate and permanent removal from the event.
- b. The DDA Director has the right to amend these Rules & Regulations if necessary.

## 9. DDA Responsibilities

The DDA is there to perform all related duties to maintain and operate the event in the best interest of the City of Imlay City, the public, and the vendors:

- a. Enforces the day(s) and hours of operation.
- b. Makes the call to cancel or close early.
- c. Assigns vendor stalls and coordinates set-up.
- d. Directs the distribution / arrangement of all vehicles on the event premises or grounds.
- e. Upon closing, inspect stalls to ensure vendors have appropriately left their area.
- f. Verifies all local, state, and federal laws are observed, all licenses and permits are valid and current for each vendor, and maintain files the same.
- g. Makes decisions to approve or negate which vendors / products participate.
- h. Informs vendors of any violation of the rules and regulations.
- i. Enforces the rules and regulations.



**Imlay City Downtown Development Authority Special Event Vendor form**  
**2024 VENDOR APPLICATION**

**Special Event Day & Time:**

---

Set-up starts up to 2 Hours Before Event; Takedown 1 Hour after event ends

**Event Location:**

---

Fill in Event Location

---

**To join our event, your application must include the following:**

- Completed Business Information (page 8)
- Completed Stall Request Information (page 9)
- Completed Agreement of Compliance / Waiver Form (page 10)
- Provide a copy of your Liability Insurance
- The DDA Approval & Confirmation

# 2024 Special Event – Vendor Form

## Vendor Application / Business Information

Representative Name: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone #: \_\_\_\_\_ Cell Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Preferred Method(s) for Contact:  call home  call cell  text cell  email

Business Name: \_\_\_\_\_

Facebook Page: \_\_\_\_\_

Website: \_\_\_\_\_

An online presence is HIGHLY SUGGESTED so that we can connect your business page on our Facebook posts, gaining your business more exposure, and giving customers a way to contact

Describe and provide photos if available of your products:

\_\_\_\_\_

-----

-----

*\*Please make sure you are aware of and following ALL the regulations set by Michigan's Cottage Food Law – **if you'd like more information on Cottage Food Law, check here:***

## Vendor Stall Request Information

Please enter how many vender spaces you are requesting:

Truck Stall \_\_\_\_\_ Grass Stall \_\_\_\_\_

\_\_\_\_\_ I will clean up after my own stall, and provide a trash can for my customers and myself, and will remove any trash in my stall after the event. LEAVING ANY TRASH BEHIND IS NOT PERMITTED.

\_\_\_\_\_ I will need electricity for my stall and will need the DDA to place me in a location where electricity is available, and if I am using extension cords I will avoid them from being a hazard to the public. **ONLY FOR ELECTRICITY**

**STALL SPACE NEEDED:** \_\_\_\_\_



**2024 Farmers Market – REGULAR SEASON**  
**Agreement of Compliance /**  
**Waiver of Responsibility / Media Waiver**

I, \_\_\_\_\_, have read and fully understand the Imlay City Downtown Development Authority Special Events Rules & Regulations. I hereby agree to comply with these rules and regulations, as well as all other federal, state, and local regulations that apply, knowing full well that I will forfeit my right to sell at the Imlay City Downtown Development Authority Special Events if I am found to be in noncompliance.

I, \_\_\_\_\_, accept the responsibility of the use of the events Facility. I will compensate the Imlay City DDA and/or city of Imlay City for damages that may occur to the facility while in my use. The City of Imlay City will not be held responsible for accidents or injuries sustained by the DDA or myself (vendor) and / or my associates while using the Events Facility. I, the vendor, will not hold the City of Imlay City responsible for any damages or harm to my employees, products, or equipment that may occur while using the Events Facility.

I, \_\_\_\_\_, understand that images of myself, my employees, and / or my products may be used in promotional efforts by the Imlay City Downtown Development Authority and DDA Promotions, which may include, but are not limited to, social media, websites, and printed media.

**Printed Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Do you have Liability Insurance?

\_\_\_\_\_ No, I do not have liability insurance. *Completely fill out the sole proprietor form (attached)*

\_\_\_\_\_ Yes, I have liability insurance. (HIGHLY RECOMMENDED) *Provide a copy for our records*

