



114 N. Phelps St. Decatur, MI 49045
269.423.6114

DECATUR NIGHT MARKET

2024 Market Rules, Policies, and Requirements

Market Manager: Shantel Pentland
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DDA PARK, 123 NORTH PHELPS STREET, 5:00PM- 8:00PM
MAY 31ST, JUNE 28TH, JULY 26TH, AUGUST 30TH, SEPTEMBER 27TH

Thank you for your interest in the Decatur Night Market (DNM). Please read this information sheet over carefully, sign the indemnity form, and return it to the Market Manager at Village Hall.

PRODUCT GUIDELINES: It is the intent of the Decatur Night Market to encourage the local production and distribution of food and artisan products. In addition to fresh produce and cottage foods, producers may carry handcrafted items. Products must be grown, produced, or hand-made within 50 miles of the market. A select number of other vendor spaces may be reserved for marketing or direct sales. Other vendors may participate with special permission, with priority being given to agriculturally based items or items that enhance the total market experience.

FEES: The market manager will collect a fee of \$10.00 per day, per vendor to cover advertising and miscellaneous market expenses. Payment is expected in full prior to the start of the market day, in the form of cash or check payable to the Village of Decatur. Once paid, refunds will not be offered. Vendors are limited to two paid spaces each. The Village of Decatur Downtown Development Authority oversees market bookkeeping.

VENDOR INFORMATION:

- The market is located at the DDA Park, on the corner of N. Phelps St. and St. Mary's St.
- Vendors are required to be set up by 5:00 pm and must commit to staying set up at the market until 8:00 pm, or until they are completely sold out of product.
- Location of vendor space is on a "first-come, first-served" basis. Vendors will provide any needed tables, chairs, sunshades, or awnings, which must be sturdy and clean. Tables are to be arranged to accommodate other vendors and foot traffic, using 8-10 feet of sidewalk frontage.
- Tailgate sales are acceptable.
- Vendors must clearly display their farm or business name and location at their booth.
- Prices must be clearly posted for each product, and visible for all patrons.
- Products must not be sitting on the ground and should be elevated high enough to prevent soiling.
- It is the vendor's responsibility to clean up his or her area before leaving.
- Please do not dispose of organic waste in Village trashcans.

- No pets are allowed in vendor spaces.
- No smoking or tobacco use is permitted in vendor spaces, including vaping.
- Severe weather is the only weather-related reason for the market to be canceled. Every effort will be made to contact vendors prior to 11:00am the day of the market if a cancellation must occur. Customer and vendor safety is our primary concern.
- The Village of Decatur DDA reserves the right to update and/or modify this document accordingly. When changes occur, vendors will receive written notification seven (7) days in advance of the effective date.
- The DNM reserves the right to select and/or approve vendors.

DISPUTES: Disputes occurring at the market will be resolved through an informal process with the market manager, or a committee of vendors formed to review the disputes.

LICENSE(S): All licenses are the responsibility of the vendor. If you sell nursery stock, perennials, cider, pet treats or bird food, you must provide a copy of your current license to the market manager before market day, to be kept on file at Village Hall. Cottage food vendors must comply with the Michigan Cottage Food Law PA 113. All cottage food items sold at the market must be properly labeled. Knowledge of Michigan Department of Agriculture food safety laws (www.michigan.gov/mdard) and any required food processing or preparation license(s) are the responsibility of the vendor. Sales Tax Licenses are the sole responsibility of the vendor.

LIABILITY/ VENDOR REPORTING: Liability insurance shall be maintained by and is the sole responsibility of the vendor. The Village of Decatur, its employees and affiliates, the Village of Decatur Downtown Development Authority, and the market volunteers and coordinators shall not be held responsible or liable for any damages, theft, or accidents that may occur while under the operating guidelines and regulations of the Decatur Night Market. Vendors shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with the vendors use or occupancy of the facility in writing to the Market Manager within 24 hours of the incident. The vendor is solely responsible for supervising all individuals in their space during the event. The Village is not responsible for providing this supervision. The Village reserves the right, however, to evict individuals from the market during the event if their conduct is deemed to be destructive or detrimental in any way, including but not limited to, non-compliance with any market rule or procedure.

DECATUR NIGHT MARKET
2024 VENDOR APPLICATION
AND INDEMNIFICATION AGREEMENT

Fee: \$10/day _____

Paid Unpaid

Date: _____

Received By: _____

I have read and understand the 2024 Decatur Night Market Rules, Policies, and Requirements. I acknowledge and agree to abide by the current Rules and Regulations of the DNM. I further acknowledge and agree that failure to abide by all market regulations shall result in the loss of ability to sell at the DNM at the sole discretion of market management. The undersigned acknowledges and agrees, as a condition of approval of this application form to defend, indemnify, and hold harmless the Village of Decatur, its agents, officials, and employees from all suits, claims, damages to person or property, causes of action or demands of any kind or nature whatsoever, arising out of, resulting from or in connection with the use of any and all Village Property associated by and through the DNM. I further acknowledge and agree to hold harmless and not responsible, the DNM, all volunteers of the DNM, the Village of Decatur Downtown Development Authority, the Village of Decatur, and the County of Van Buren, for any and all damages, theft, or accidents that may occur, or damages arising out of the sales of my products, as a result from my presence at the market site as a vendor. Further, as a provider of food and products at the DNM, I assume total responsibility for any food-borne illness affecting market attendees. I verify that all information I/we have provided about my farm or business, and products for sale is true and accurate. By signing this I acknowledge and declare that I have current liability insurance coverage at a level which shall be appropriate to my produce/products being sold through the DNM. I further acknowledge and agree that upon request, I shall provide a copy of my current liability insurance coverage for review and approval by the Market Manager.

Business Name: _____

Primary Contact: _____

Address: _____

Phone: _____

Email: _____

Social Media Address/Tags: _____

Products To Be Sold: _____

Signature of Vendor: _____ Date: _____

THE DECATUR NIGHT MARKET IS SPONSORED BY THE VILLAGE OF DECATUR
DOWNTOWN DEVELOPMENT AUTHORITY

For Office Use Only

Date Application Received: _____ Approved Denied

Staff Member Signature: _____ Date: _____