



MICHIGAN CITY INDIANA

City Clerk's Office – Gale A. Neulieb – Phone: 219.873.1410 – Fax: 219.873.1560 – email: galen@emichigancity.com

March 26, 2021

Ms. Janet Beutner
100 E. Michigan Boulevard
Michigan City IN 46360

RE: 2021 Farmer's Market Documents

Dear Ms. Beutner:

At the Special Board of Public Works and Safety meeting held on Friday, March 26, 2021, the Board approved the 2021 Michigan City Farmer's Market Policy and Procedures; the 2021 Michigan City Farmer's Market application; and the 2021 Farmer's Market agreement between the City and Vendor. If you should have any questions, please do not hesitate to contact my office.

Enclosed is a copy of the Farmer's Market documents for your records.

Sincerely,

Gale A. Neulieb (dd)

Gale A. Neulieb
City Clerk

GAN/dmd
Enc.

Cc: Board, Corporate Counsel, Mayor, Janet Beutner, Chris Yagelski, Dee Haddad

DUANE PARRY - MAYOR

City of Michigan City ~ City Hall ~ 100 East Michigan Boulevard, Michigan City, IN 46360 ~ 219.873.1400 ~ fax 219.873.1515
web ~ emichigancity.com e-mail ~ dparry@emichigancity.com

MICHIGAN CITY FARMERS MARKET POLICIES AND PROCEDURES

1. **ABOUT THE MARKET.** The Michigan City Farmers Market (hereinafter referred to as the “Market”) is in its third year. Our goal is to revive the tradition of a community market in the Uptown Arts District of Michigan City. The Market is organized under the direction of the City of Michigan City, Indiana and it is overseen by the Market Manager and any other designated City employee.

Phone : 219.873.1400

Any mailings may be sent to:
City of Michigan City, Indiana, Michigan City Farmers Market
c/o Events Director
100 East Michigan Boulevard
Michigan City, Indiana 46360

2. **MISSION.** The mission of the Market is to provide our community with the freshest produce. We strive to be a community focused gathering place that is both family and pet friendly. We strive to provide a space that improves the availability of locally produced foods and artisan items. We aim to bring our City, farm, and beach communities together to promote and encourage healthy choices. We wish to allow nonprofits to fundraise and educate members of our community. Most importantly, we want to provide a sense of community and positivity in our amazing Uptown Arts District.
3. **MARKET LOCATION.** The Market will be located at the “original farmers market lot” on the southeast corner of 8th Street and Washington Street in the heart of Michigan City’s Uptown Arts District.
4. **MARKET DATES.** The Market will be open every Saturday from May 1, 2021 to October 30, 2021. The hours of operation are from 8:00 AM CST to 12:00 PM CST. In the 2021 season, the first market day will be May 1st. The market will be open rain or shine and on all state and federal holidays.
5. **WEATHER POLICY.** The Market will remain open during all weather unless the Market Manager makes the determination that the weather will be a threat to vendors and/or patrons. The market will close if there is a visual sighting of lightning in the area or if there are high winds that pose a threat.
6. **SMOKING POLICY.** The Market is a family friendly market. It will serve as a gathering place for all ages in our community. Smoking will NOT be permitted by vendors, their employees or affiliates, or by patrons.

7. **PET POLICY.** The Michigan City Farmers Market is a pet-friendly market, we encourage all members of the family. Any owner of a pet must be courteous of vendors and patrons. All animals should be on a short leash at all times; they should be well socialized and friendly with other animals and people. All owners must clean up after their pets and their waste must be disposed of off-site.
The Michigan City Farmers Market reserves the right to ask that owners remove their pet from the market at any time.
8. **VENDOR PARKING.** Vendors may pull their vehicle into the Market lot and unload goods. Vehicle must be removed from lot prior to the Market opening (8:00am). If vendor feels that their vehicle is a necessary part of doing business, vendor must seek approval to keep vehicle in lot from Market Manager or Event/Rec Coordinator.
9. **PERCENTAGE OF GOODS PRODUCED BY FARMER.** Seventy (70%) of goods sold MUST be produced by vendors. Any produce sold NOT produced by vendor MUST be clearly labeled so.
10. **CONDUCT OF VENDORS (INCLUDING THEIR AFFILIATES, REPRESENTATIVES, AND MARKET STAFF)**
 - a.) All product information must be disclosed to patrons, this includes, but is not limited to, farming practices, location grown, and where it was sourced.
 - b.) Be courteous and respectful to patrons, other vendors, and staff at all times.
 - c.) Vendors, vendor representatives, and affiliates must not threaten any other vendors, patrons, or staff members. They may not use profane language, taunts, or threaten any other vendor, patrons, or staff. Vendors, vendor representatives, and affiliates must not negatively speak about any other vendors, staff, patrons, or the market entity on social media outlets or in any other media outlets (be it written or spoken).
 - d.) Refer all conflicts with customers to the Market Manager or other representative at the market.
 - e.) Any conflicts with other vendors, vendor affiliates, and vendor representatives should be directed to the Market Manager in writing.
 - f.) Failure to comply with any or all of these items may result in the revocation of selling any items at the Michigan City Farmers Market indefinitely.
11. **INSURANCE.** Certificate of Liability, as stated directly in the Contract, must be provided immediately and no later than fourteen (14) days prior to the opening date of said Market.
12. **NONCOMPETE.** Michigan City Farmers Market prohibits any vendor, vendor affiliates, vendor representatives from either the same or related entity, from participating in any other Farmers Market at the exact same time (Saturday from 8AM CST to 12PM CST) within the zip code of 46360, on days that the vendor is at the Market. This does not apply to artists or non-profits. This is only applicable to full-time vendors.

13. **POLITICAL CAMPAIGNING.** Vendors will not engage in political campaigning during Market hours.

14. **VENDOR TYPES AND APPLICABLE FEES.**

- a. **Full-Time Vendors:** A full-time vendor is defined as a vendor that participates in more than half of the scheduled Saturday markets for 2021. A full time vendor will pay \$25.00 for their designated space in the market for the season. A space is defined as approximately 9 x 16 ft space. If a full-time vendor fails to show up more than (4) four times without notice, that vendor will be considered a Part-Time vendor and will be required to pay an increase in rate at the Part-Time Vendor weekly rate.
- b. **Part-Time Vendors:** A part-time vendor is defined as a vendor that participates in less than half of the scheduled Saturday markets for 2021. A part-time vendor will pay \$15.00 per week for their designated space in the market for the season. A space is defined as approximately 9 x 16 ft space.
- c. **Call-List Vendors:** A call-list vendor will pay the part time vendor weekly rate of \$15.00 and will be notified no less than 24 hours in advance. We will keep a list of vendors with this status.
- d. **No Show Fee:** A \$15 no-show fee to vendors who did not show up without notifying the Market Manager at least 48 hours in advance. This fee must be paid before returning to the Market.
- e. **Cleaning Fee:** Vendors must leave area clean of waste or will be charged a \$25.00 clean up fee that must be paid before returning to the Market.

15. **SELECTION CRITERIA USED TO SELECT VENDORS.** Michigan City Farmers Market prohibits any vendor, vendor affiliates, vendor representatives from either the same or related entity, from participating in any other Farmers Market at the exact same time (Saturday from 8AM CST to 12PM CST) within the zip code of 46360, on days that the vendor is at the Market. This does not apply to artists or non-profits. This is only applicable to full-time vendors

Full-time Vendors from previous year's market have first right of refusal when application process begins for current year's market.

16. **COVID-19.** Vendors shall comply with any and all orders, restrictions, guidelines issued by the State of Indiana and the LaPorte County Health Department regarding COVID-19.

2021 Michigan City Farmers Market Application

Please mark the proper category:

Returning Vendor _____

New Vendor _____

Name of Vendor _____

Name of Farm or Business _____

Address _____

Phone _____

Email _____

Website _____

Vendor Space - *We will do our best to fulfill your space request.*

What booth size does your setup require:

Single (9x16 feet)

Double (18x16 feet)

Additional space requirements _____

Vehicle Space within the Market _____

Electricity _____

Do you have a specific location request? _____

Include reasons why you're requesting a specific location.

Products Sold

Please fill out the section below that pertains to the products you intend to sell and state what they are.

Food & Plant Products

Do you plan on selling Food & Plant Products?

Yes

No

Food Concessions

Do you plan on selling Food for Immediate Consumption?

Yes

No

Pet Food

Do you plan on selling Pet Food?

Yes

No

Arts and Crafts

Do you plan on selling Arts & Crafts?

Yes

No

Non-Profit

Are you a Non-Profit organization?

Yes

No

Permits

Vendors must provide copies of all necessary permits issued by regulatory agencies, as required.

Please check all that apply:

Indiana State Egg License

State Sales Tax Permit

Mushroom Certification

Temporary Food Handler Permit, *from LaPorte County Health Department*

S.N.A.P.

Will you be participating in the Supplemental Nutrition Assistance Program?

Yes

No

Marketing Release for Promotional Purposes

All vendors will be listed on the Michigan City Farmers Market website, social media, and marketing materials. This may include business name, email, phone number, and website.

FARMER'S MARKET AGREEMENT BETWEEN CITY AND VENDOR- 2021

This agreement is made this _____ day of _____, 2021, between the City of Michigan City, Indiana (hereinafter referred to as "City") and _____ (hereinafter referred to as "VENDOR").

WHEREAS, VENDOR desires to participate in and sell VENDOR'S goods in the City's Farmer's Market (hereinafter referred to as "Market"), located at the southeast corner of Washington Street and 8th Street in Michigan City, Indiana for the year 2021; and

WHEREAS, the Market will take place each Saturday from 8:00 a.m. (CST) to 12:00 p.m. (CST) commencing on Saturday, May 1, 2021 and concluding at the end of the Market day on Saturday, October 30, 2021; and

WHEREAS, VENDOR agrees to participate in and sell VENDOR'S goods, subject to the terms and conditions set forth below.

NOW THEREFORE BE IT RESOLVED that the parties agree as follows:

1. **INCORPORATION OF "WHEREAS" SENTENCES.** The aforementioned "Whereas" sentences are incorporated herein as if fully set forth herein.
2. **SALE OF GOODS.** VENDOR agrees to sell goods at the Market as listed in the *Vendor Application*, which said Application is deemed incorporated herein as if fully set forth in this Agreement.

At all times, VENDOR represents that VENDOR is the owner of the good Vendor is selling and Vendor has full control and authority to sell the same in the Market. VENDOR agrees not to sell any product that may be harmful or dangerous, and VENDOR acknowledges that he/she has taken great care and consideration in growing, producing, constructing, or otherwise making the goods listed above.

3. **DATES OF MARKET PARTICIPATION:** VENDOR agrees to sell said goods listed in Paragraph 2 on the following dates: *(check applicable box)*

_____ Vendor will participate in every Saturday market from May 1 —October 30, 2021.

_____ Vendor will participate only in the following markets: *(circle applicable 2021 dates):*

May 1	June 5	July 3	Aug 7	Sept 4	Oct 2
May 8	June 12	July 10	Aug 14	Sept 11	Oct 9
May 15	June 19	July 17	Aug 21	Sept 18	Oct 16
May 22	June 26	July 24	Aug 28	Sept 25	Oct 23
May 29		July 31			Oct 30

Vendor agrees to arrive at the Market to set up in sufficient time prior to Market start time and to commence removal of items from Market after Market closure time.

3. **COMPENSATION.** VENDOR agrees to pay the City the following rate: *(check applicable box and fill in rate)*

Full Time Vendor Rate: \$ _____

Approved by BOW 03/26/21

Part-Time Vendor Rate: \$ _____

Call List Vendor Rate: \$ _____

Said payment is due in full upon signing to this Agreement by VENDOR.

4. **DURATION OF AGREEMENT.** The agreement shall commence on Saturday, May 1, 2021 and conclude at the end of the day on Saturday, October 30, 2021.
5. **INDEPENDENT CONTRACTOR.** For purposes of this contract, Vendor is an independent contractor and not a City employee. Vendor is solely responsible for complying with Federal, State, and Internal Revenue Service laws and regulations pertaining to the withholding of taxes and social security, and Vendor shall hold City harmless and indemnify it for any claims therefrom.
6. **INDEMNIFICATION & HOLD HARMLESS.** Vendor shall indemnify and hold harmless the City for all loss to the City resulting from the negligence of Vendor or any of its agents, servants, employees, and/or representatives in the performance of this Agreement. Vendor agrees to assume all liability, jointly and severally, for any and all injuries or damages that may be incurred in the performance of this Agreement, and for those injuries or damages that Vendor, or any of its agents, servants, employees, and/or representatives, may cause to any person or property.
7. **INSURANCE.** VENDOR required to be insured adequately to support the terms of this Agreement and shall maintain the insurance coverage in not less than the amounts set forth below for each occurrence provided by insurance companies authorized to do business in the State of Indiana and has an A.M. Best rating of A-VII or better. A Certificate of Insurance of VENDOR, indicating these amounts must be submitted prior the start of the Agreement, and no later than 30 days prior to commencement date. Also, a copy of the insurance policy and endorsements must be made available upon request of the City.

The CITY shall be named as an Additional Insured on all such insurance policies other than the Professional Liability policy. The insurance provided to the additional insured shall be primary and non-contributory with a waiver of subrogation rights in favor of the CITY. The Additional Insured shall be listed as follows:

City of Michigan City
100 E. Michigan Blvd.
Michigan City, IN 46360

All insurance policies shall contain a clause of endorsement providing that they may not be cancelled, non-renewed, substituted, or materially amended during the term of this Agreement, except after thirty (30) days prior written notice to CITY. This cancellation provision must be indicated on the certificate of insurance. Failure to provide evidence as required herein will entitle, but not require, CITY to immediately suspend the exercise of Vendor's rights under this Agreement until such evidence is provided. Acceptance of a certificate of insurance that does not comply with this section will not operate as a waiver of CITY's obligations hereunder. Vendor hereby assigns all proceeds of insurance to the CITY.

The insurance limits stated below are not intended to be an indication of exposure nor are they limitations on indemnification. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

Approved by BOW 03/26/21

Commercial General Liability (Occurrence Form)

General Aggregate (other than Prod/Comp Ops Liability)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Liability	\$1,000,000
Each Occurrence	\$1,000,000

8. **TERMINATION:** This Agreement may be terminated by either party upon written notice without cause or upon written notice for cause. In the event of termination, VENDOR is not entitled to reimbursement for monies paid under Paragraph 3.
9. **NON-DISCRIMINATION.** The City does not discriminate on the basis of race, age, color, sex, sexual orientation, national or ethnic origin, gender identity or preference, or disability in administration of its policies, program, and activities. VENDOR shall not discriminate on the basis of race, age, color, sex, sexual orientation, national or ethnic origin, gender identity or preference, or disability. The provisions of Sec. 66-142 in the Michigan City Municipal Code are incorporated by reference herein as if fully set forth herein. (Michigan City Municipal Code is available online at www.municode.com)
10. **ASSIGNMENT:** Neither party to this Agreement shall transfer, sublet, or assign any rights or responsibilities under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.
11. **NOTICES.** All notices and other communications given under this Agreement shall be in writing and shall be delivered in person to the party to whom it is addressed, emailed, or sent by registered or certified mail, postage prepaid, and addressed as follows:

If to City:

City of Michigan City 100 East Michigan Blvd. Michigan City, IN 46360
Attn.: Mayor's Office & Controller's Office
jbeutner@emichigancity.com
yhoffmaster@emichigancity.com

And a copy to:

City of Michigan City; 100 East Michigan Blvd.; Michigan City, IN 46360
Attn: Corporation Counsel's Office
alapaich@emichigancity.com

If to Vendor:

(Address)

(City, State, Zip)

(Email)

By notice complying with the requirements of this paragraph, either party shall have the right to change the address for all future notices or other communications to such party; provided, however,

Approved by BOW 03/26/21

that the designation change of an addressee or address, or both, by notice given hereunder shall not be effective until actually received by the other party.

12. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
13. **SEVERABILITY.** Each of the terms, conditions and provisions of this Agreement shall be deemed to be severable, and in the event any one or more of such terms, conditions or provisions shall be found to be unenforceable, the remainder of this Agreement shall be in force to the maximum extent permitted under the law.
14. **GOVERNING LAW, JURISDICTION AND FORUM SELECTION.** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana without regard to its conflict of laws or choice of law rules. The parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the Circuit or Superior courts located in La Porte County, Indiana. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the Circuit or Superior courts located in La Porte County, Indiana shall have *in personam* jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement. Each party hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by this paragraph by registered or certified mail, return receipt requested, postage prepaid, to its address for the giving of notices as set forth in this Agreement. Any final judgment rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law.
15. **POLICIES AND PROCEDURES.** Vendor has read through and agrees to comply with the *Michigan City Farmer's Market Policies and Procedures*, a copy of which has been provided to Vendor and Vendor has executed. Said *Michigan City Farmer's Market Polies and Procedures* is deemed incorporated herein as if fully set forth herein.

CITY OF MICHIGAN CITY, INDIANA:

VENDOR:

Andrew White, President
Board of Public Works & Safety
Michigan City, Indiana

SIGNATURE

DATE

PRINTED SIGNATURE

DATE

Approved by BOW 03/26/21