



**NORWAY DDA OPEN AIR MARKET
NORWAY, MICHIGAN
LETTER OF INTENT**



Email completed form to: ddacoordinator@norwaymi.gov
 Contacts: Gina Zanon, DDA Coordinator, (906) 396-9014, Deb Hood - (906) 396-3913

CONTACT INFORMATION

NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE#: _____ EMAIL: _____

Dates you will be at the open-air market:

- June 6
- June 13
- June 20
- June 27

- July 11
- July 18
- July 25

- August 1
- August 8
- August 15
- August 22

LICENSE & INSPECTION

List the license numbers and inspection numbers required for the operation of your business or sale of products. Copies of any inspections by these agencies and licenses must be attached and copies available at your market site as there might be an inspection by the Dickinson County Health Department (DCHD) or Michigan Department of Agriculture & Rural Development (MDARD).

LICENSE/INSPECTION#: _____

DESCRIPTION: _____

Items you wish to sell:

- | | |
|---|---|
| <input type="checkbox"/> Baked Goods | <input type="checkbox"/> Crafts |
| <input type="checkbox"/> Vegetables | <input type="checkbox"/> Fine Arts |
| <input type="checkbox"/> Perennials/Annuals (plants) | <input type="checkbox"/> Other, please specify: |
| <input type="checkbox"/> Fruit type: | _____ |
| <input type="checkbox"/> Edible products (honey, jams etc.) | _____ |

Items not made or grown by you, please list what it is and where it is made:

The Norway DDA Open Air Market Committee reserves the right not to allow such items.

Vendor Signature: _____ Date: _____



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INDEMNIFICATION, HOLD HARMLESS/RELEASE
AND
ASSUMPTION OF RISK AGREEMENT

Please read carefully before signing.

To the fullest extent permitted by law, I agree to defend, pay on behalf of, indemnify, hold harmless and otherwise release the City of Norway/Norway Downtown Development Authority, its elected and appointed officials, employees and volunteers and others working on behalf of or with the City of Norway/Norway Downtown Development Authority for any and all claims, demands, suits or loss, including all costs and attorney fees connected therefrom, for any damages or claims whatsoever which may be asserted, claimed or recovered against or from the City of Norway/Norway Downtown Development Authority, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Norway, by reason of personal injury including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or in any way connected or associated with the Norway DDA Open-Air Market.

CAUTION: This document releases liability, results in assumption of risk, and provides for indemnification and hold harmless of the City of Norway/Norway Downtown Development Authority by participant. You are advised to seek legal counsel prior to signing said agreement.

I have read the Norway DDA Open Air Market Indemnification, Hold Harmless/Release and Assumption of Risk Agreement and enter into this agreement knowingly, voluntarily, and of my own free will. I understand I do not have to enter into this agreement. I understand the risks and dangers of participating in said event and wish to enter said event and agreement having full knowledge thereof.

Signature of Participant

Print Name of Participant

Phone: _____

Date: _____



NORWAY DDA OPEN-AIR MARKET NORWAY, MICHIGAN POLICIES



WHO CAN PARTICIPATE AND WHAT CAN BE SOLD?

The Norway DDA Open Air Market (hereinafter NOAM) welcomes talented producers and artists who make available high-quality goods. Everything sold at the Open-Air Market is made by those selling it. No kits, imports, or re-sale items are permitted. We prioritize local ingredients, local products, and local producers.

- All agricultural products sold must be germinated, grown, raised, or gathered by the vendor, their Employee/workers, or family members and in accordance with Michigan Department of Agriculture regulations.
- Food Products produced under the Michigan Cottage Food Law must conform to the regulations set forth in the legislation. All processing, packaging, labeling completed by vendor shall be in full compliance with the Michigan Cottage Food Law, Public Act 113 of 2010, as well as all applicable state and federal laws and local ordinances.
- All non-food, artisan products sold at the market must be original and created by the artist. Acceptable works include all media painting, photography, fibers, wood, jewelry, metals, wearable art, personal care products, etc. No kits, imports, or resale items are permitted.
- Only those vendors that have obtained authorization from the NOAM, completed an application, and signed the NOAM Indemnification, Hold Harmless/Release and Assumption of Risk Agreement may participate in the NOAM. Each vendor booth must be controlled by the registered vendor or their designated representative, as provided in writing on their application.

Submission of a completed application does not guarantee the applicant has a spot in the market. The Market Manager is responsible for the final selection of vendors and reserves the right to accept or reject any applicant based on, but not limited to: The Market Policies Appropriateness of product to the Market. Religious, political, or politically affiliated groups are not eligible to apply for this offering.

Vendors must abide by these rules:

SET-UP

The Open-Air Market is in front of City Hall on Norway's Main Street. Vendors will load and unload on 10th Avenue.

- Vendors can begin setting up at 4:30 pm.
- The market begins at 5:30 pm and runs to 8:00 pm.
- Vendors are responsible for supplying their own set-ups (tables, chairs, tents, *etc.*) The Market Manager will assign your spot. After unloading, your vehicle can be parked on 10th Avenue.
- You may not sell out of any kind of vehicle.
 - Reminder: food trucks require a separate permit from the City of Norway
- There are no generators permitted.

MARKET SPACE

Your market space is approximately 10' x 15' (W x L). The space will be assigned by the Market Manager and may be subject to change; however, we will make every effort not to change your location. You may request additional space. Vendors should display products in a clean and attractive way and should minimize safety hazards. All canopies and umbrellas SHALL be completely secured by weights or tie-downs. Please have a clean and inviting booth. Vendors are responsible for cleaning all trash and waste within and around their allotted space.

ATTENDANCE POLICY

Vendors are expected to participate with NOAM for all approved dates indicated on their application rain-or-shine market. In the event of rain, the Market will be moved to the basement of City Hall. The Manager will do their best to communicate changes in regular market happenings, including cases of extreme or severe weather.

VENDOR LICENSES

It is the responsibility of the vendor to comply with all local and state regulations, as well as all municipal ordinances governing the open-air market. It is the vendor's responsibility to secure the appropriate license/s based on the type of products they offer. All applicable licenses shall be provided with the vendor application. The City of Norway/Norway Downtown Development Authority/DDA are not liable for non-compliance with any federal, state, or local laws, guidelines, or ordinances.

SALES

Vendors are responsible for all sales of their own products, including providing correct charges to customers. Vendors should make sure they have signage or price cards that are clear and legible.

APPROPRIATE CONDUCT

All vendors, vendor employees/designated representative, volunteers, and NOAM staff are expected to treat each other and market visitors and shoppers in a courteous and professional manner, any conflict, or disagreements with anyone occurring during the market must be handled with the utmost discretion. All vendors are responsible for their employees and designated representatives and are responsible for advising them of all the policies. Vendor feedback must be directed to the Market Manager and be discussed in private, not in front of other vendors and customers. If there is a violation you may be asked to leave immediately. The NOAM reserves the right to immediately remove a vendor for a violation of the conduct policy as determined solely by the NOAM.

ANTI-HARASSMENT POLICY

The NOAM strives to provide a safe, welcoming, and accessible space for all participants. As such, harassment or discrimination will not be tolerated.

SMOKING AND VAPING

Smoking, Vaping, and Alcohol is prohibited for the Market Participants.

CANNABIS PRODUCTS

Marijuana and industrial hemp products are prohibited for sale. This included Marijuana, industrial hemp plants, edibles, seeds, flowers, oil and extracts, or any other part of the Marijuana or industrial hemp plant. Non-edible products contain hemp CBD oil, lotions lip balms and other items are also prohibited.

COMMUNITY TABLE

The NOAM welcomes Norway Downtown Business to participate in our Open-Air Market There is no fee for downtown Norway Businesses and a table will be provided if needed. Downtown businesses must agree to abide by and are subject to all policies of the Norway DDA Open Air Market.

TEAR-DOWN

Tear-down is from 8:00pm to 9:00pm. Vendors are responsible for their own set-up and tear-down and clean up. All tents, stands, tables, and products must be transported to and from the market each market day.

NON-COMPLIANCE WITH MARKET POLICY

Any vendor who fails to comply with the market policies or negatively affects the market or other vendors will be asked to leave immediately and will not be able to participate in our Market. (Non-compliance shall also include disruption to other vendors and the music, loading and unloading, etc.)

The Market Manager/Committee has the right to reject non-conforming products that are not grown locally or products that are not the work of the vendor. The Market Manager/Committee has the right to request vendor to leave if vendor actions result in non-compliance with the policies.

I have read the Norway DDA Open Air Market Policies. I understand my participation in the market is voluntary and the policies are in place to enhance the market experience for vendors and visitors alike. I understand the policies and agree to be bound by them. I further understand a violation of these policies my result in removal from the Open-Air Market.

Sign: _____ **Date:** _____

Thank you for participating in the Norway DDA Open Air Market. We are all here to have a profitable, rewarding, respectful, friendly and most of all FUN experience. Questions, or concerns, please contact Gina Zanon at (906) 396-9014, ddacoordinator@norwaymi.gov or Deb Hood (906) 396-3913.