

BYLAWS OF

Enhanced Draft for Board Review – September 12, 2025

Lumber Yard at Paint Creek Public Market, Inc.

Michigan nonprofit corporation; member-based (Board-managed; limited member voting)

Article I. Name and Purpose

Section 1. Name. The name of the corporation is Lumber Yard at Paint Creek Public Market, Inc. (the “Corporation”).

Section 2. Charitable and Educational Purposes. The Corporation is organized and shall be operated exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 (the “Code”), as amended. Without limiting the generality of the foregoing, the Corporation’s exempt purposes include:

(a) Advancing local and regional food systems, entrepreneurship, and small-business development by operating a year-round public market that provides affordable, mission-aligned vending opportunities and shared services to emerging and established vendors;

(b) Providing education and training to the public and to vendors—through workshops, coaching, incubator and accelerator programming, technical assistance, and access to shared equipment—on topics such as food safety, product development, merchandising, pricing, bookkeeping, e-commerce, licensing, and compliance;

(c) Improving community health, nutrition, and food access by offering educational programming, demonstrations, and outreach; facilitating acceptance of SNAP/EBT and similar benefits; and supporting programs that reduce barriers for low- and moderate-income residents;

(d) Strengthening the local economy and workforce by supporting micro-enterprise formation, internships, apprenticeships, youth entrepreneurship, and partnerships with schools, colleges, and universities;

(e) Preserving and activating historic community assets and public spaces for cultural, educational, and civic uses consistent with these purposes; and

(f) Conducting any and all lawful activities in furtherance of the foregoing purposes, including seeking grants and contributions; operating educational events; collaborating with governmental entities and other nonprofits; and publishing educational materials.

Section 3. Public Benefit; Program Priorities. The Corporation shall operate the public market as a public-serving program space. Priority may be given to vendors and programs that (i) are locally owned; (ii) source Michigan-grown or regionally produced inputs; (iii)

demonstrate community benefit, inclusive hiring, or accessible pricing; and (iv) participate in training or mentorship offered or coordinated by the Corporation.

Section 4. Related and Revenue-Generating Activities. The Corporation may earn revenue from stall fees, space licenses, program fees, and sales of goods or services if and to the extent such activities are substantially related to, and in furtherance of, the Corporation's exempt purposes within the meaning of the Code. Any unrelated trade or business activities, if undertaken, shall be insubstantial in relation to the Corporation's overall activities and shall be conducted in compliance with applicable law, including payment of any unrelated business income tax (UBIT).

Section 5. Non-Inurement; Political Activities. No part of the net earnings of the Corporation shall inure to the benefit of any private person, except for reasonable compensation for services rendered and reimbursement of reasonable expenses. The Corporation shall not carry on propaganda or otherwise attempt to influence legislation as a substantial part of its activities, and it shall not participate in, or intervene in, any political campaign on behalf of (or in opposition to) any candidate for public office.

Article II. Offices and Records

Section 1. Principal Office. The principal office shall be in the State of Michigan at an address fixed by the Board of Directors (the "Board").

Section 2. Records. Corporate records shall be maintained at the principal office or another location designated by the Board and made available as required by law.

Article III. Membership

Section 1. Classes. The Corporation shall have three classes of Members (collectively, "Members"): (a) Individual Members; (b) Corporate Members; and (c) University/Institutional Members.

Section 2. Eligibility and Representatives. Individual Members are natural persons age 18 or older. Corporate Members are legal business entities. University/Institutional Members include accredited colleges, universities, and schools, and comparable institutions. Each entity Member shall designate in writing one natural person as its voting representative and may change the designation by written notice to the Secretary.

Section 3. Rights; Limited Member Voting. Members support the mission and (i) may attend the Annual Meeting; (ii) may receive reports and provide advisory input; and (iii) may vote only on the following limited matters: (A) election of designated Member-Elected Director seats described in Article V; (B) removal of a Member-Elected Director for cause; and (C) such other matters, if any, that the Board expressly submits to the Members for a vote. All other corporate powers are reserved to the Board.

Section 4. One-Member-One-Vote; No Cumulative Voting. Each Member in good standing is entitled to one (1) vote. Entity Members vote through their designated representative.

Proxy voting is permitted to the extent authorized by Board policy and applicable law. Cumulative voting is not permitted.

Section 5. Dues; Good Standing; Benefits. Membership dues, if any, shall be set annually by the Board, which may also establish a schedule of Member benefits consistent with the Corporation's charitable purposes. A Member is in good standing if current on dues and not suspended. Benefits are privileges and are not property or contractual rights.

Section 6. Non-Transferability; No Ownership Interest. Memberships are non-transferable and confer no ownership or property interest in the Corporation or its assets. Members are not liable for the debts of the Corporation and shall not share in any distribution of assets upon dissolution.

Section 7. Conduct; Conflicts. Members are expected to uphold the Market's Code of Conduct. A Member who is also a vendor, contractor, or sponsor of the Market shall comply with the Corporation's Conflict of Interest Policy and any vendor or sponsorship policies.

Section 8. Suspension or Termination. The Board (or a committee it designates) may suspend or terminate a Membership for nonpayment of dues; violation of policy; or conduct materially adverse to the Corporation's purposes, after written notice and an opportunity to be heard. The Board shall adopt procedures affording basic fairness, which may include written notice of the grounds, a reasonable opportunity to respond, and a final decision by disinterested directors.

Article IV. Meetings of Members

Section 1. Annual Meeting. An Annual Meeting of Members shall be held each fiscal year on a date fixed by the Board to receive reports, celebrate impact, gather advisory input on strategic priorities, and conduct any Member votes authorized by these bylaws.

Section 2. Special Meetings. Special meetings of Members may be called by the Chair, by a majority of the Board, or by written petition signed by not less than ten percent (10%) of Members in good standing stating the purpose(s) of the meeting.

Section 3. Notice; Record Date. Written notice of a meeting stating the date, time, place (or remote means), and purposes shall be delivered not fewer than ten (10) nor more than sixty (60) days before the meeting. The Board may fix a record date for determining Members entitled to notice and to vote.

Section 4. Remote Participation. Meetings of Members may be held by means of remote communication that allow Members a reasonable opportunity to read or hear the proceedings substantially concurrently and to vote, if voting occurs.

Section 5. Quorum and Vote. Ten percent (10%) of Members in good standing, present in person or by permitted proxy, constitutes a quorum. Unless otherwise provided by these bylaws, the act of a majority of the Members present at a meeting at which a quorum is

present is the act of the Members. Advisory resolutions are nonbinding recommendations to the Board.

Section 6. Member Proposals. Members may submit proposals for agenda consideration at least thirty (30) days before the Annual Meeting in a form and manner established by the Board. The Board may group or prioritize proposals to ensure an orderly and informative meeting.

Article V. Board of Directors

Section 1. Authority. The business and affairs of the Corporation shall be managed under the direction of the Board.

Section 2. Number and Composition. The Board shall consist of not fewer than seven (7) and not more than thirteen (13) directors, as fixed by the Board. The Board should collectively include expertise in community/economic development, food systems, small business operations, finance, law, and public space management.

Section 3. Member-Elected Director Seats. To ensure Member voice while preserving Board management, two (2) directors shall be elected by the Members: (a) one At-Large Director elected by all Members; and (b) one Institutional Director elected by Corporate and University/Institutional Members voting together. The remaining directors shall be elected by the Board.

Section 4. Terms and Staggering. Directors serve three-year terms and until successors are elected and qualified. Terms may be staggered by Board resolution.

Section 5. Removal and Vacancies. A director may be removed for cause by the constituency that elected the director (for Member-Elected seats) or by the Board (for Board-elected seats), following procedures affording basic fairness. Vacancies, including those in Member-Elected seats, may be filled by the Board for the remainder of the unexpired term with reasonable consultation with the relevant Member class when practicable.

Section 6. Compensation. Directors shall not receive compensation for service as directors but may be reimbursed for reasonable expenses.

Article VI. Meetings of the Board

Section 1. Regular and Special Meetings. Regular meetings occur as scheduled by the Board; special meetings may be called by the Chair or any two directors with reasonable notice.

Section 2. Remote Participation. Directors may participate by means of remote communication that allow all participants to communicate with each other; such participation constitutes presence in person.

Section 3. Quorum and Vote. A majority of directors then in office constitutes a quorum. The act of a majority of the directors present at a meeting at which a quorum is present is the act of the Board unless a greater vote is required by these bylaws or law.

Section 4. Action Without Meeting. Any action required or permitted may be taken without a meeting if all directors then in office consent in writing or by electronic transmission.

Article VII. Officers

Section 1. Officers. The officers shall include a Chair, Vice-Chair, Secretary, and Treasurer, and may include such additional officers as the Board determines.

Section 2. Duties. The Chair presides and oversees governance; the Vice-Chair performs the Chair's duties when absent; the Secretary maintains corporate records and minutes; the Treasurer oversees financial affairs and reporting.

Section 3. Election and Removal. Officers are elected annually by the Board and serve at the Board's pleasure.

Article VIII. Committees and Advisory Councils

Section 1. Executive Committee. The Board may establish an Executive Committee composed solely of directors, which may exercise Board authority between meetings to the extent permitted by law and Board resolution.

Section 2. Other Committees; Advisory Councils. The Board may establish standing or ad hoc committees and advisory councils, including a Vendor Advisory Council and a Member Engagement Council. Non-directors may serve in advisory capacities without Board authority.

Article IX. Market Management

Section 1. Executive Director/Market Manager. The Board may employ or appoint an Executive Director/Market Manager (the "Manager") to lead day-to-day operations, including vendor outreach and selection under Board-approved criteria; stall assignments and reconfiguration; fee collection; rule enforcement; program scheduling; incident response; and routine contracting within Board-set limits.

Section 2. Education & Training. The Manager shall coordinate or provide, directly or through partners, education and technical assistance for vendors and the public consistent with Article I, including but not limited to business coaching, financial literacy, food safety training, merchandising, and digital marketing.

Section 3. Access & Inclusion. The Manager shall endeavor to maintain equitable access for micro-enterprises and under-represented entrepreneurs, which may include subsidized stall fees, rotating pop-ups, and pathways from incubation to permanent tenancy as resources allow.

Section 4. Appeals. A vendor disciplined by the Manager may appeal to the Board (or a designated appeals committee) within ten (10) days. The Board's decision is final.

Article X. Conflicts; Ethics; Non-Discrimination; Accessibility

Section 1. Conflict of Interest. The Corporation shall maintain and enforce a written Conflict of Interest Policy consistent with law. Each director, officer, key employee, and committee member with Board-delegated powers shall annually disclose interests.

Section 2. Ethics. Directors, officers, employees, volunteers, and vendors shall adhere to the Corporation's Code of Conduct and applicable policies.

Section 3. Non-Discrimination. The Corporation prohibits unlawful discrimination in its programs, activities, employment, and vendor selection on the basis of race, color, religion, sex, national origin, age, disability, veteran status, marital status, sexual orientation, gender identity, or any other status protected by law.

Section 4. Accessibility. The Corporation shall strive to ensure that market facilities and programs are accessible to individuals with disabilities and shall reasonably accommodate participation consistent with applicable law.

Article XI. Finance and Administration

Section 1. Fiscal Year. The fiscal year shall be set by the Board.

Section 2. Controls. The Board shall adopt financial controls, including budget approval, dual-signature thresholds, segregation of duties, and independent financial review or audit as required by law or funders.

Section 3. Gifts; Restricted Funds. The Corporation may accept gifts, grants, and contributions to further its exempt purposes and shall manage donor-restricted funds prudently consistent with applicable law.

Section 4. Contracts, Checks, and Deposits. The Board shall establish signing authority and depository policies by resolution.

Section 5. Reporting and Compliance. The Corporation shall timely file required governmental reports, including IRS Form 990, and shall comply with applicable charitable solicitation laws.

Article XII. Indemnification and Insurance

To the fullest extent permitted by law, the Corporation shall indemnify and may advance expenses to its directors, officers, employees, nondirector volunteers, and agents, and may purchase insurance on their behalf.

Article XIII. Tax-Exempt Status; Restrictions; Dissolution

Section 1. Operation in Accordance with 501(c)(3). The Corporation shall not carry on any activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(3) of the Code.

Section 2. No Private Inurement; Limited Lobbying; No Campaign Intervention. No part of the net earnings shall inure to the benefit of any private person; no substantial part of activities shall be lobbying; and the Corporation shall not engage in political campaign intervention.

Section 3. Dissolution. Upon dissolution, the Corporation's assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Code, or to the federal, state, or local government for a public purpose, with due regard to donor restrictions and applicable law.

Article XIV. Amendments

These bylaws may be amended by the affirmative vote of a majority of directors then in office at any regular or special meeting, after reasonable advance notice of the proposed amendment. Members do not possess amendment rights unless granted by the Articles of Incorporation.

Counsel's MI cross-references (for convenience)

Board powers: MCL 450.2501; Minimum board size: MCL 450.2505; Remote participation: MCL 450.2521(3); Quorum/majority: MCL 450.2523; Unanimous written consent: MCL 450.2525; Committees: MCL 450.2527-.2528; Conflict transactions safe harbor: MCL 450.2545a; Indemnification: MCL 450.2561 et seq.; Directorship/member provisions: MCL 450.2302, 450.2305.

Annual Meeting of Members – Procedures (One-Pager)

Lumber Yard at Paint Creek Public Market, Inc. – Draft September 12, 2025

Purpose: Receive reports, celebrate impact, gather advisory input on strategic priorities, and conduct any Member votes (e.g., election of Member-Elected Directors).

Key Steps

- 1) Set Record Date (30–45 days out) and issue Notice with agenda, logistics, and any proposals.
- 2) Credentials check-in; verify good standing and authorized reps.
- 3) Quorum check (10% of Members in good standing).
- 4) Reports: Chair, Treasurer, Manager; Q&A and moderated Member forum.
- 5) Elections: slate and floor nominations per policy; secure ballots/e-ballots; independent teller tabulates.
- 6) Advisory resolutions: present, vote, and report results.
- 7) Minutes and next-steps: publish summary and Board response timeline.

Ballots & Proxies

Proxy voting and electronic ballots may be authorized by Board policy; maintain secure records.



MARKET RULES AND REGULATIONS

If you are a vendor, event user, participant, performer, or associate, these rules apply to you. Please make sure you read the following carefully.

The following **Rules and Regulations** apply to all users of the facilities. Please note which apply to you and which do not.

Attendance In the best interests of the Market, all vendors are expected to be at the Market on the days they have contracted from the time the market opens until closing. If this expectation conflicts with the business requirements of individual vendors, management must be notified so that accommodations may be agreed upon. Any vendor leaving more than 30 minutes prior to close or arriving more than 30 minutes past open will be fined \$25 unless the absence is due to an unexpected emergency. Non-payment may result in cancellation of the contract or denial of future applications.

Cleanliness At the end of each market day, event, use, fund raiser, or program, the vendor/user(s) are expected to clean their entire area. Vegetable matter, papers and boxes must be removed. Outside vendors must remove everything, including tents, tables/chairs, trash, etc.

All vendors are expected to break down their own cardboard and remove it. Wooden and wire produce crates must be removed from the market by the vendor. Deposit of these containers in the dumpsters is prohibited.

No grease may be poured into any drain, inside or outside. Vendors using the market washtubs must clean the tubs after use. Violation of these cleaning and disposal regulations will, after a verbal and/or written warning, result in a \$25 fine.

Closing All vendors/users must have cleaned their space and vacated the market no later than **one hour** after closing.

Emergencies and First Aid All vendors are required to have in their possession a basic first aid kit. If an injury occurs that requires further care please call 911 first and then notify the management office.

General Guidelines

Discourtesy to patrons or other vendors, obscene language, shouting or hawking of wares will not be tolerated. It is expected that these issues will be handled immediately in a mature fashion, and contained as much as possible so as not to disrupt the market or event experience. No physical alterations may be made to any space without approval of the Market manager.

Non-disparagement Vendors and/or their agents and employees shall not disparage, demean or make negative comments about, in any form or fashion, other vendors or their products or spaces, 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.

Inclement Weather In the event of inclement weather, the Market Manager will decide if the market will close or if a scheduled event must be postponed. This decision is solely vested in the market manager. If the market is open, but conditions in your area are too dangerous for you to get here, simply notify market management. Please watch for updates on the group text and/or Pontiac Farmers Market Facebook group page.

Insurance Vendors are required to have signed the general market insurance waiver or to hold a current \$500,000 liability policy. It is the **responsibility of the vendor** to keep the market office copy up to date.

Late or No Shows Vendors who are running late or not coming **must** notify a market manager. Text one of the market managers if you know you are going to be late or unable to make it to the market.

Licenses All vendors are required to display the appropriate MDA, Health Department, and/or Sales Tax licenses, and to have the required insurance (\$500,000 Liability). Daily vendors are required to carry the same appropriate licenses.

Prices and Points of Origin – Transparency All products must carry signage indicating their origin. “Homegrown” means the seller grew the product. “Michigan” means grown (not packaged) in Michigan. Other points of product origin are acceptable, but signage must be truthful. This specifically applies to PRODUCE, meat and poultry inside and outside.

The Market understands that many growers also broker some products at some point during a season. Our goal at the market is not to eliminate this practice, but to ensure that our customers understand which products are grown and which products are brokered. Products not grown in Michigan must be clearly marked as to their point of origin. “Homegrown” means grown on the seller’s farm, not a neighbor’s or relative’s. Michigan grown means Michigan grown.

Products It is expected that, wherever possible, vendors will grow or make the products they sell, and that during the Michigan growing season, products will be Michigan grown.

We reserve the right to encourage brokering vendors to provide alternative products if we have an excess of the product on the market brought by growers. (i.e. no brokering blueberries in August during peak blueberry season)

SNAP (Bridge Card), WIC, Project FRESH

Project Fresh, Senior Project Fresh, and Head Start Coupons may be accepted by eligible vendors. They are turned in to the market office and redeemed periodically. Vendors wishing to accept Bridge Cards must have their own ACS machines and pay a phone line usage fee. Most vendors accepting credit or debit use Square or a similar smart phone app. Bridge Card receipts are deposited directly into the vendor’s bank account.

Signage

Your sign must be tasteful and removable and CANNOT obstruct the view of your neighbor’s spaces. Preferably signs will be **PARALLEL** to the aisles not perpendicular to them. **The Market Manager will be periodically checking vendor spaces for obstructions.**

Parking Vendors must park within the designated space. There will be no parking of any vehicles at the pavilion unless permission is granted by the market manager. Remember, if you allow your employees to park close to the market it makes it more difficult for your customers to get to your stall.

Illegal Substances There is a ZERO tolerance for illegal drugs on this property. Do not come to the market under the influence of drugs or alcohol. Do not keep drugs or alcohol on your person or in your vendor space or vehicle. Do not receive or distribute illegal substances ON THIS PROPERTY. If you are found to be doing any of these things you will immediately be asked to leave the market and risk losing your business space here at the market.

Food Safety Addendum

Lumber Yard at Paint Creek Public Market – Market Rules Addendum – Draft September 12, 2025

This Addendum supplements the Market Rules and applies to all vendors who handle, sample, or sell food or beverage products. Vendors must follow all applicable laws and permits (e.g., MDARD and local health department rules). When this Addendum is stricter than law, the Addendum controls for Market operations.

A. Licensing & Inspections

1) Licensure. Vendors must hold required licenses/permits before vending (e.g., Special Transitory Food Unit (STFU), Mobile Food Establishment, Temporary Food License, or retail food establishment license, as applicable). Display licenses on site.

2) Cottage Food. Home-kitchen products allowed only if permitted by Michigan law; packages must bear required labeling including product name, ingredients (by weight), allergen statements, net quantity, producer name and address, and any required statements (e.g., “Made in a home kitchen not inspected by...”). No cottage foods are allowed for items requiring time/temperature control for safety (TCS).

3) Inspections. Vendors shall cooperate with Market and health department inspections. The Manager may suspend operations that present an imminent health risk.

B. Approved Sources & Water/Ice

1) Use only food from approved sources. Do not sell or sample unpasteurized dairy or otherwise prohibited items.

2) Water and ice must come from approved, potable sources. Handle ice with clean scoops; never bare hands. Drain and discard meltwater properly.

C. Time/Temperature Control for Safety (TCS)

1) Cold holding $\leq 41^{\circ}\text{F}$ (5°C). Use NSF-listed refrigeration or ice baths that fully surround product. Monitor and log at least every 2 hours.

2) Hot holding $\geq 135^{\circ}\text{F}$ (57°C). Reheat rapidly to $\geq 165^{\circ}\text{F}$ (74°C) before hot holding if previously cooked and cooled.

3) Cooling. Cool from 135°F to 70°F within 2 hours and to 41°F within 6 hours total. Use shallow pans, ice wands, or blast chilling.

4) Thermometers. Provide calibrated stem thermometers (0 – 220°F range). Keep calibration records.

5) Date marking. Mark ready-to-eat TCS foods held >24 hours with prep/open date; 7-day max at $\leq 41^{\circ}\text{F}$ unless otherwise limited.

D. Cross-Contamination & Hygiene

- 1) Handwashing. Provide a handwash station (warm water, soap, paper towels, catch bucket) unless in a licensed unit with a plumbed sink. Wash hands at start of shift; after restroom, eating/drinking, handling raw foods, or touching face/hair/phone; and before glove changes.
- 2) Gloves/Utensils. Use gloves or utensils for ready-to-eat foods; change gloves between tasks. No bare-hand contact with ready-to-eat items.
- 3) Hair/Clothing. Hair restraints required; clean clothing; no eating or smoking in service area.
- 4) Allergen Control. Prevent cross-contact; use separate utensils/equipment when feasible; clean and sanitize between allergen and non-allergen prep. Provide clear allergen statements on labels/menu boards as applicable.

E. Sampling & Demonstrations

- 1) Portion samples to bite-size; protect with sneeze guards or covers. Use single-use toothpicks/cups. Discard leftovers at end of service.
- 2) Temperature. Keep TCS samples $\leq 41^{\circ}\text{F}$ or $\geq 135^{\circ}\text{F}$. Time-as-control only with written plan and visible time marking; discard within 4 hours.
- 3) Utensil sanitation. Provide sanitizer buckets or spray and wiping cloths; store cloths in sanitizer between uses.

F. Equipment, Utensils, and Sanitizing

- 1) Food-contact equipment must be smooth, non-absorbent, and easily cleanable (NSF or equivalent).
- 2) Warewashing. Provide a three-compartment setup (wash/rinse/sanitize) with test strips. Maintain sanitizer strength per label (e.g., chlorine 50–100 ppm; quats per manufacturer, often 200–400 ppm).
- 3) Daily cleaning schedule. Maintain a written cleaning/sanitizing schedule for high-touch surfaces and equipment.

G. Waste, Grease, and Utilities

- 1) Wastewater. Dispose of in designated sanitary drains; never onto pavement or landscape.
- 2) Solid waste. Use lined containers with tight-fitting lids; remove to designated waste points.
- 3) Grease. Capture and dispose of used oil/grease only in approved receptacles; no grease to drains or trash.

4) Power/Propane/Generators. Use only approved cords; protect from trip hazards; keep propane cylinders secured and away from ignition sources; supply fire extinguisher as required.

H. Incident Reporting & Enforcement

1) Report any suspected foodborne illness, employee illness (e.g., vomiting, diarrhea, jaundice), or contamination immediately to the Manager. Exclude ill food workers per health code.

2) Enforcement ladder: verbal warning → written notice → temporary suspension → termination of stall/license. Severe or imminent hazards may result in immediate suspension.

I. Required On-Site Documents

• Copy of applicable licenses/permits • Recent inspection report (if applicable) • Calibrated thermometer(s) • Test strips • Handwashing setup (if required) • Food Safety Addendum • Completed logs (below)

Appendix 1 – Temperature Log (Sample)

| Date | Unit/Item | Time | Temp (°F) | Action/Corrective | Initials |
|------|-----------|------|-----------|-------------------|----------|
|------|-----------|------|-----------|-------------------|----------|

Appendix 2 – Cleaning & Sanitizing Log (Sample)

| Date | Area/Equipment | Task | Frequency | Initials |
|------|----------------|------|-----------|----------|
|------|----------------|------|-----------|----------|

Appendix 3 – Sampling Plan (If Using Time as Control)

Record start time, discard time (≤ 4 hours from removal from temperature control), items sampled, and staff initials.

| Item | Start Time | Discard Time (≤ 4 h) | Notes | Initials |
|------|------------|-------------------------------|-------|----------|
|------|------------|-------------------------------|-------|----------|

Acknowledgment

I acknowledge receipt of, and agree to comply with, the Food Safety Addendum.

Vendor/Business: _____ Date: _____

Authorized Representative (print): _____

Signature: _____



Office Use Only:
 Application
 Certificate of Insurance
 Agreement and Indemnification
 Payment in Full

APPLICATION TO SELL AND CONTACT INFORMATION.

Date _____ Michigan Sales Tax License No. _____
[If license has not been received, give date of application for license:]
Health Department License (if applicable) No. _____
Other License(s) _____

Business name _____ Contact _____

Address _____

Town _____ State _____ Zip _____

County _____ Email _____

Phone No. _____ Fax No. _____

Cell Phone _____ Website: _____

List products to be sold:

Access to electricity needed? yes no

_____ spaces for the season x \$ _____ each = \$ _____ owed

Payment

Check # _____ made payable to Lumber Yard at Paint Creek Public Market or

Credit Card:

MC VISA Discover Credit Card # _____

Exp date _____ code _____

Vendor Selection Criteria & Rubric

Lumber Yard at Paint Creek Public Market – Draft September 12, 2025

Selection is ****holistic and subjective**** to mission fit and experience design. The Market may accept, conditionally accept, waitlist, or decline any application in its sole and absolute discretion. The Board/Manager may deviate from the rubric to advance mission and category balance.

Process Overview

1) Staff screening for completeness and basic compliance. 2) Panel review with scoring and narrative. 3) Interviews/tastings as requested. 4) Conditional offer with milestones (permits, insurance, build-out). 5) Final stall/license agreement.

Conflict-of-interest: Reviewers disclose any ties to applicants and recuse as appropriate.

Scoring Scale (Guidance; panel may deviate)

5 = Exceptional | 4 = Strong | 3 = Adequate | 2 = Limited | 1 = Not acceptable / non-responsive

Criteria (Suggested Weights)

| Criterion | What we're looking for | Weight | Notes |
|-------------------------------------|--|--------|---------------------------------------|
| Mission Alignment & Public Benefit | Entrepreneur training, local sourcing, nutrition/food access (e.g., SNAP/EBT), youth/workforce pathways, education partnerships. | 30% | Commitments/documentation are a plus. |
| Market Diversity & Category Balance | Adds a distinctive offering; complements rather than duplicates; broadens cultural/culinary representation; strengthens overall mix. | 20% | Consider pipeline and seasonality. |
| Design & Aesthetic / Experience | Quality stall design, materials, signage, ADA-aware layout; welcoming 'vibe' consistent with the Market. | 15% | Concept board and plan quality. |
| Product Quality & Sourcing | Quality, safety, and consistency; transparent sourcing; appropriate pricing; labeling/packaging. | 15% | Tastings/samples may be requested. |

| | | | |
|---|---|-----|--|
| Operations Readiness & Compliance | Licenses/permits/insurance in place or plan; food safety practices; staffing & training; utilities/build-out feasibility. | 10% | Positive inspection history. |
| Business Background & Capacity | Experience and/or strong plan; references; realistic financials; openness to coaching. | 5% | Start-ups can score via plan + coaching. |
| Vibe & Cultural Fit | Intangible fit with Market culture and values; collaboration; customer engagement. | 5% | Panel discretion. |

Disqualifiers (if present)

• Repeated serious health code violations or unresolved suspensions • Misrepresentation • Failure to maintain required insurance/licensing • Conduct that endangers safety or materially conflicts with mission

Documentation

Record brief narrative justifications and any conditions for acceptance (e.g., permit, design revision, training completion).



Vendor Application

Lumber Yard at Paint Creek Public Market – Draft September 12, 2025

Use this form to apply for a permanent stall, rotating pop-up, or special event activation. Selection is ****holistic and subjective**** to mission fit. The Market reserves the right to accept, waitlist, or decline applications in its sole discretion.

A. Applicant & Business Information

Legal Business Name (and DBA) _____

Entity Type / State of Formation / EIN _____

Primary Contact (name, title, phone, email) _____

Business Address (city, state, ZIP) _____

Website / Social Handles _____

Ownership (names and %; optional demographic info may be provided on Section K) _____

Years in Operation / Current Locations _____

How did you hear about the Market? _____

B. Concept Summary & Mission Alignment

Describe your concept (≤150 words) and how it advances our charitable purposes—entrepreneurship, education/training, local sourcing, nutrition/food access, workforce, and public-space activation.

Concept summary:

Mission alignment (check all that apply and explain):

- Local sourcing (describe %)
- Historical enhancement
- Nutrition demos
- Youth/workforce pathways
- Business training participation (incubator/accelerator)
- Education partnerships (schools/universities)

Explain:

C. Products & Menu

List primary products/menu items, key ingredients and sources, and proposed pricing. Identify any TCS (time/temperature control for safety) foods.

Seasonality & production capacity:

D. Market Offer & Diversity

How does your concept add to the “diversity” of the Market’s offerings and customer experience? Discuss category gaps you fill and how you complement rather than duplicate others.

E. Design & Aesthetic

Describe your stall layout, materials, color palette, signage, lighting, and guest experience. Confirm ADA access and queue management. Attach a “concept board” (images, finishes), a simple “floor plan” with dimensions, and any renderings.

F. Operations Readiness & Compliance

- Food establishment license / STFU / mobile unit permit (specify): _____
- Certified food protection manager on staff (name/cert): _____
- General liability insurance (limits): _____ Product liability Liquor (if applicable)
- Health department inspection history available No prior closures/suspensions
- Staffing plan (# FT / PT): _____ Training approach: _____

G. Utilities & Build-Out (if seeking a permanent stall)

Electrical load (amps/volts/phase): _____

Water: Yes No Drain: Yes No

Estimated build-out budget range: \$_____ to \$_____

Target opening date: _____

H. Experience & References

Prior markets/locations (with dates):

References (name, organization, email/phone):

- 1) _____
- 2) _____
- 3) _____

I. Training, Mentorship & Community Benefit

Which Market-supported training or mentorship would you participate in? What can you offer (e.g., demos, workshops, youth internships)?

J. Attachments Checklist (include as PDFs where possible)

• Concept board (images, finishes, brand) • Floor plan (dims) • Menu with pricing • Product photos • Sample labels (if packaged) • Proof of licenses/permits/insurance • Safety/cleaning plan • Three references • Optional: financial snapshot (confidential)

K. Acknowledgments & Signature

By signing, applicant represents that information is true and complete; agrees to comply with Market policies (including food safety and code of conduct); and acknowledges that selection is holistic and at the sole discretion of the nonprofit operator. This application is not an offer, contract, or guarantee of space. The Market prohibits unlawful discrimination.

Applicant Name/Title:

Date: _____

Signature: _____



Member Handbook

Lumber Yard at Paint Creek Public Market, Inc. – Draft September 12, 2025

Thank you for joining the Lumber Yard at Paint Creek Public Market community. This handbook explains how membership works, what benefits you receive, and how your participation advances our charitable mission.

1. Mission & Public Benefit

We develop and operate a year-round public market that advances local entrepreneurship, food access, and community education. Your membership fuels vendor training, business incubation, youth and workforce programs, nutrition education, and public-space activation in and around the historic Lumber Yard at Paint Creek.

2. Membership Model (Board-Managed; Limited Voting)

The organization is governed by a Board of Directors. Members provide input, volunteer support, and limited voting on specified matters: (A) electing designated Member-Elected Directors (one At-Large; one Institutional); (B) removing a Member-Elected Director for cause; and (C) any additional items the Board submits for a member vote. Day-to-day operations remain with the Board and Market Manager.

3. Membership Classes & Dues

We offer three classes. Dues are set annually by the Board; all dues are mission-supporting contributions and may be tax-deductible to the extent allowed by law.

| Class | Who's Eligible | Illustrative Benefits | Annual Dues (fill-in) |
|--------------------------|---|--|------------------------------|
| Individual | Any person age 18+. | Voting for At-Large seat; member forum invites; early access to programs; vendor discounts (as offered). | \$___ |
| Corporate | Any legal business entity (designate one representative). | Voting for Institutional seat; recognition on website; invitations to business roundtables; sponsor opportunities. | \$___ |
| University/Institutional | Accredited college, university, school, or comparable | Voting for Institutional seat; program collaboration; internships/apprenticeships; | \$___ |

institution
(designate one
representative).
research/teaching
partnerships.

4. Benefits Grid (Customize Annually)

| Benefit | Individual | Corporate | University/Institutional | Notes |
|--------------------------------------|------------|-----------|--------------------------|--|
| Recognition on website/donor wall | ✓ | ✓ | ✓ | Logo placement for entities per policy |
| Member forums & early program access | ✓ | ✓ | ✓ | Quarterly forums |
| Vendor discounts (as offered) | ✓ | — | — | Optional vendor-run promos |
| Roundtables with Market Manager | — | ✓ | ✓ | Quarterly business & campus sessions |
| Advisory council eligibility | ✓ | ✓ | ✓ | Member Engagement Council |

5. Voting & Meetings

- One Member = one vote; entity Members vote through a designated representative (updateable by written notice at least 5 days before a vote).
- Annual Meeting: reports, Q&A, advisory resolutions, and elections for the two Member-Elected Director seats.
- Quorum: 10% of Members in good standing; actions by majority of those present once quorum exists. Proxy/e-ballots may be enabled by policy.

6. Member Expectations & Code of Conduct

Members agree to support our mission; treat the public, vendors, staff, and volunteers with respect; and comply with applicable policies, including anti-harassment and non-discrimination.

7. Engagement Pathways

- Volunteer: event support, visitor surveys, youth programs, nutrition demos.
- Advisory: Member Engagement Council and program working groups.
- Mentorship: pair with new vendors (business basics, merchandising, digital).
- Philanthropy: sponsor training, subsidize pop-up fees, fund shared equipment.
- Advocacy: share stories of impact; recruit new members and vendors.

8. Privacy

We use your information to administer benefits and meeting notices. We do not sell personal information. Any public directory is opt-in.

9. FAQs

Q: Are dues tax-deductible? A: Dues support our 501(c)(3) mission; consult your tax advisor.

Q: Can a Corporate Member change its voting representative? A: Yes—submit written notice at least 5 days before a vote.

Q: Do Members set vendor rules? A: No—Members provide input; the Board approves policies and the Market Manager runs daily operations.

10. Contact

Membership inquiries: [email] • Market office: [address] • Website: [url]