



COUNCIL WORKSHOP
TUESDAY, JUNE 1, 2021
5:30 P.M.

AGENDA

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF AGENDA, CHANGES OR ADDITIONS
4. PUBLIC COMMENTS
5. NEW BUSINESS
 - A. Market 1858 Agreement
 - B. Market 1858 Application
6. PUBLIC COMMENTS
7. ANNOUNCEMENTS/INFORMATION
8. ADJOURNMENT

47 Cole St

Quincy

Michigan

49082

517.639.9065

www.Quincy-MI.org



Market 1858 2021 User Agreement

This AGREEMENT made and entered into the ____ day of _____, 2021 by and between the Village of Quincy “Village”, 47 Cole Street, Quincy MI 49082 and _____ “User” of a certain shed located at 14 E Chicago Street, Quincy MI 49082.

A. The Village of Quincy has agreed to grant a revocable, non-transferable, and non-exclusive use of _____ shed, on East Chicago Street, between Ten East Treasures and Eternal Bread buildings.

B. User has agreed to use the _____ shed from the Village. Therefore, the parties agree as follows:

1) **Use.** Retail purposes only.

2) **Rent.** Rental amount _____ for the season.

3) **Length of Agreement.** The agreement will take effect on _____ through October 31, 2021. Penalty for vacating premises before term expires is \$50 per day.

4) **Security Deposit** \$150.

5) **Trash.** The User is responsible for moving any trash from the market area connected to User’s business to the designated area. If User does not remove trash, the Village may remove the trash and bill the User.

6) **Sublease.** The User may not grant permission to use the shed in whole or part to any other individual or business. All users must be listed on the original agreement unless authorization is given from staff.

7) **Repair & Maintenance.** The Village shall be responsible for all repairs unless damage is deliberate by user. In this case, the user shall be responsible to pay for any repairs the Village shall make.

8) **Damage.** Any damage or permanent changes to the structure shall be repaired by the Village and the user will be charged any fees incurred by the Village of Quincy.

9) **Inspections.** The Village is allowed to conduct inspections upon reasonable notice.

10) **Insurance.** The User shall provide a Commercial General Liability Insurance of not less than \$1,000,000 naming the Village of Quincy as the certificate holder. The following language must be listed on the insurance, “ADDITIONAL Insured: Village of Quincy, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and

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board members, including employees and volunteers thereof.” The insurance policy must be in place and on file in the Village Clerk’s Office before user may commence business. The insurance policy must be active throughout the entire season.

11) Operating Covenant.

- a) The User shall not abandon or leave vacant the shed and shall not allow anyone other than User, its employees, or agents to occupy it. User shall not conduct an auction, going-out-of-business, bankruptcy sales, or similar practice.
- b) User may not display merchandise outside of the shed or obstruct the public rights of way without prior written consent from the Village of Quincy.
- c) User must keep their shed and surrounding area clean, neat, and safe.
- d) User will refrain from using the shed in any way that is disruptive, a nuisance, annoyance, or an inconvenience.
- e) User must keep the shed continuously and uninterruptedly open for business and adequately staffed during the following hours:
 - a. Opening Day July 29, 2021 – October 31, 2021.
 - i. Hours are Thursdays, Fridays and Saturdays from [] am to [] pm.
 - b. Open all festival days (Hours [] am to [] pm)
 - c. Noting that emergencies do arise from time-to-time, a grace period of three absences will be given (unless user has contacted staff and received written authorization for more absences under extenuating circumstances). After three such absences, the user will be fined \$50 for each day they remain closed for the season. The user is responsible for reporting when they are absent or an additional \$50 fine may be imposed. The user reports absences to the Village Manager via email to bbutler@quincy-mi.org.
- f) User will maintain a stock of merchandise throughout the season.
- g) User will comply with all laws, ordinances, orders, rules, regulations, and requirements of federal, state, county, and city government regulating the use and occupancy of the chalet.
- h) No outside displays shall be permanently attached to the building, cover the building, or cover the windows. If outdoor displays are used, they must be tastefully decorated. They cannot be on the sidewalk. It is the user’s responsibility to inform their employees of the rules. Items must be removed immediately when told. A \$50 fine will be issued after the second warning of the season. If racks are used, they are limited to one rack for their outdoor display. Three or more violations of this section may result in not being allowed to participate as a vendor in future seasons.
- i) No changes should be made to the inside structure or the outside of the shed without permission of the Village of Quincy.

j) User shall provide a copy of their sales tax license and any other licenses required by City, State, or Federal government.

k) Electricity is limited. User may plug in a lamp, air conditioner/heater, cell phone, or music. Any other items such as a cooler, refrigerator, appliance, etc. will pay an additional \$50 for the season per EACH appliance. List any appliances to be used at the shed.

_____. Initial here to state your understanding that it is your responsibility to report if you add an appliance and pay the \$50 fee.

l) User must participate in marketing shed including social media, events, and participating in activities at Market 1858.

m) The Village will provide a WIFI connection to the Market area.

n) User may not use any devices including chalk, paint, markers, etc. to write or draw any messages or pictures on the sidewalks, terrace, windows, shed, or any location at Market 1858.

o) Vendors must submit their gross revenue totals at the end of the season so we may know the financial impact the sheds have made.

12) **Default.** User agrees should user (or user's employees) breach any provisions in the agreement, the Village of Quincy may at any time declare the User in default and terminate the agreement immediately.

13) **Indemnification.** User shall indemnify Village, its officials, etc. against any and all acts arising out of users use of the shed, and all claims, liability, liens, etc.

14) **Reimbursement.** User agrees that it shall reimburse the Village of Quincy for any and all costs and expenses, including reasonable attorneys' fees that the Village of Quincy incurs in connection with the enforcement of its rights under this Agreement.

15) **Remedies.** Failure to pay rent; failure to perform any covenant will give the Village the right to terminate the Agreement.

16) **Governing Law.** This Agreement shall be governed by the laws of the State of Michigan.

17) **Entire Agreement.** This Agreement shall constitute the entire agreement and supersede any other written or oral agreements between the parties.

18) **Severability.** Should any one or more of the provisions of this Agreement be determined to be unlawful, invalid, or unenforceable, the remaining provisions of this Agreement shall not be impaired.

IN WITNESS WHEREOF, the Village of Quincy and user have caused this agreement to be executed on the _____ day of _____.

WITNESSES:

Village of Quincy

By _____

User

By _____





Market 1858 Shed Rental 2021 Application

General Information

This program is designed to attract small businesses and create retail shopping in Quincy's Central Business District. This program offers an opportunity to sell and showcase products and services of interest to area residents and tourists.

In exchange, there will be down times with little pedestrian traffic as we work to build retail traffic in downtown Quincy. Your application **WILL NOT** be considered unless it is complete and submitted with a \$25 application fee. The **Village Council** will strive to provide a variety of products to the public and applications will be reviewed with this in mind. An agreement will be provided and a location assignment will be made by staff. All vendors must participate in marketing and events.

All accepted applicants will be expected to meet with Brittany Butler, Village Manager and submit a business plan before their application can be approved. A non-refundable application fee of \$25 is required. **Deadline to apply is [REDACTED].**

Items will be judged by the council with names and addresses omitted from the application. Applicants will be notified no later than [REDACTED] if their application has been accepted. Please note full-payment of the shed is required by [REDACTED] to secure your shed.

Cancellation Policy

No refunds for vendor cancellations will be given. Vendors may not sub-let their location to another vendor. Vendors who do so will forfeit their lease and will not receive a refund. Only vendors listed and approved on the original agreement will be allowed.

Electricity/Lighting

We have a very LIMITED supply of electricity available. Please let us know specifically what your power needs are. Generators are not allowed. Running water is not available.

Cell phone charger, cash registers, air conditioners, heaters are already included in the lease. All other items such as coolers will have a surcharge of \$50 for the season. These items must be approved first.

Application/Payment Process

Payment may be made to:

Village of Quincy
47 Cole Street
Quincy MI 49082

Cash, check, and credit card are accepted.

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Please include:
Vendor Application
Photos of Items to be sold or website link

Applications will not be considered without a complete list of items to be sold and six photos.

Vendor Information

Business Name			Primary Contact	
Address			Telephone Number	
City	State	Zip	Email Address	
Website (if one)			Onsite Contact (If different)	

Description of items to be sold (please attach photos):

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What category do you consider the majority of your business to be in?

- Food
 - Apparel
 - Jewelry
 - Soaps, Candles, incense
 - Other –
- Explain _____

Booth Price

___ 120 square feet – Seasonal Rental Fee \$ _____

Do you currently have a retail business? If so, what is the name and location?

Does applicant consent to a background check and credit check? Y or N

Minimum Required Hours Please note the dates and times are the minimum requirements. Vendors may stay open longer than the dates and times listed.

Hours

July 29, 2021 through October 31, 2021

Hours are Thursday, Fridays, and Saturdays from _____ am to _____ pm

***These dates and times are subject to change and will be finalized in the spring.**

These days and hours are *MANDATED and will be followed for all sheds*. Please consider who can cover your shed if you cannot be there. Vendors will be given five days they can close throughout the season for emergencies, illness, vacation, etc. Any days after this, the vendor will be fined \$50 per day and could be subjected to eviction.

Contact Info

Vendors having additional questions or needing additional information, may contact:

Brittany Butler
Village Manager
Village of Quincy
47 Cole Street
Quincy MI 49082
517-639-2530
Email: bbutler@quincy-mi.org

Submissions

For your application to be considered, please submit the following:

- ___ Completed Application
- ___ Payment of \$25
- ___ Six photos of items to be sold
- ___ Business Plan
- ___ Resume

Vendor Signature: _____

Date: _____

Date Application Received: _____ Approval: _____

Deposit received : _____

Photos/Sketches received: _____