



# CITY OF MISHAWAKA



DAVID A. WOOD, MAYOR

PARKS AND RECREATION DEPARTMENT  
ADMINISTRATION OFFICE

## 2025 MISHAWAKA MARKET Understandings and Code of Conduct:

1. It is understood by the vendor that the Market Master reserves the right to send a vendor home, if in their best judgment. Such an instance may occur if the goods and merchandise are not compatible with the overall concept of the market. Vendors who applied and were accepted understand product rules and regulations that were outlined in the application. If at any time items are being sold that do not comply, the Market Master reserves the right to remove the vendor.
2. It is understood by the vendor that the Market Master has the authority to oversee and enforce all market rules and guidelines. They have the right to refuse a vendor's participation at any time, for any reason they feel is appropriate and reasonable. It is understood by the vendor that in the absence of the Market Master, Market Staff have the authority to oversee and enforce all market rules and guidelines.
3. It is understood by the vendor that all fees are to be paid in advance, including any inspection fees associated with the St. Joseph County Health Department.
4. **It is understood by the vendor that all fees are non-refundable whether the vendor shows or not. Fees will not be refunded due to weather.**
5. It is understood by the vendor that the Mishawaka Market, the City of Mishawaka, and the Mishawaka Parks and Recreation Department are not to be held responsible in any way for any loss of vendor property by theft or weather.
6. It is understood by the vendor that only the Market Master can assign spaces. No sub-leasing is allowed. A vendor may not designate who uses their space if they are not present.
7. It is understood by the vendor that no stakes may be driven into the pavement, lawn, dirt or flowerbed areas. Please use weights instead. It is further understood that no vehicles are permitted in the market space during the hours of 9:30AM to 2PM. All vehicles must park off-site at designated parking. Any vendor who drives their vehicle in the market during the hours of 9:30AM – 2PM will be immediately removed for the rest of the season with no refund.
8. It is understood by the vendor that if the decision is made to change a market rule, seasonal vendors will be given a seven-day notice before the new rule goes into effect. All others will be notified in a timely manner depending on their circumstances.

### Code of Conduct

- A) All participants in the Mishawaka Market are expected to behave in a professional manner while setting up for the market during the hours of operation of the market, and during the one hour spent closing down the market.
- B) A grievance regarding another vendor's pricing habits, displays, conduct, or other complaint specifically related to the person's involvement in the market, should be directed to the Market Master, **Kaylan O'Connell**, at [kaylan.oconnell@mishawaka.in.gov](mailto:kaylan.oconnell@mishawaka.in.gov).

C) Threatening behavior toward any person—whether verbal or physical will NOT be tolerated. Destruction of personal property or threats to damage property, abusive language, yelling, or sexual harassment will not be tolerated. Any of the parties involved will be asked to leave the market. A probationary period may be implemented by the Market Master, or the parties involved may be permanently barred from participating in the market.

**Please Note:**

1. This market is not an outlet for resale or wholesale agricultural products or other merchandise. Items for sale should be home grown/ produced or handcrafted. They should not be manufactured, or factory produced. Products not produced/grown by the vendor would then need to be identified as coming from another producer/grower. The business name of the actual grower/producer would need to be included on all signage for the purpose of transparency for the consumer.

2. Vendors are responsible for their own sales tax, licensing and permits required by local, state and federal governments. Vendors are expected to abide by all Indiana laws and governing agencies. Copies of all applicable licenses and permits are required each year and will be kept at the Mishawaka Parks and Recreation Department office.

3. All vendors are expected to attend on the days for which they signed up. If you are unable to make it and are a season vendor, notify the Market Master as soon as possible. If you are unable to make it and are a weekly vendor, notify the Market Master no later than 4 pm on the Monday prior to the market you will miss.

4. Vendors must be set up and ready to sell by 9:45AM. Once you have committed to the market on any given Sunday, you are expected to stay for the duration of the market day (10AM to 2PM). No vendor should pack up or attempt to leave the market prior to the 2PM closing time. Any vendor who does tear down and leave early will lose their spot for the remainder of the season without a refund.

5. Vehicles must be out of the market area by 9:30AM Vehicles cannot re-enter the market until after 2 pm. If your vehicle is in the market area between 9:30AM and 2PM, the vendor will be removed from the market for the rest of the season without a refund.

6. Vendors set their own prices. Prices should be fair to the consumer, and considerate of other vendors. Blatant and purposeful undercutting of other vendors is not allowed.

7. All vendors will be responsible for any injury to themselves, other vendors, or the public, while moving merchandise in or out of the market.

8. All food shall be clean, wholesome and safe for human consumption and shall be handled, stored, transported, and offered for sale in a sanitary manner according to Department of Agriculture and the St. Joseph County Department of Health guidelines and licensing.

9. Displays, canopies, and items for sale should not block the view of nearby spaces.

**I have read, understand, and agree to comply with the above policies. I have asked any questions that I have regarding policy and procedure and all my questions have been answered.**

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Name (Printed): \_\_\_\_\_ Business Name: \_\_\_\_\_