

**Downtown Market LLC DBA The Downtown Market
2012 Vendor Guidelines and Application**

The mission of the Downtown Market (“the Market”) is to provide a place for growers, producers and artisans to market their goods in a shop local venue that encourages Community spirit.

The Market has established rules and regulations as guidelines to assist us in operating a market event that will benefit the vendors and consumers.

Location: The Downtown Market (“the Market”) will be located at 204 East Georgetown Street, Crystal Springs, Mississippi or other locations determined by the Market Managers.

Criteria To Be Accepted as a Market Vendor:

Each person who wishes to sell in the Downtown Market must file a Market Application which identifies the items they intend to sell.

Items sold at the market must be grown, produced or harvested by the vendor, a family member, or employee. Vintage, antique and collectable items may be allowed with approval of the Market Manager. A Vendor may only sell the items the Board, or its designee, including the Market Manager has approved for sale. All items will be sold at the discretion of the Market Managers.

By signing and submitting the Downtown Market Vendor 2012 Market Application, which is incorporated herein, all vendors will agree the Market Director or her agent may tour the farm or production facility for the purpose of qualifying authenticity and may contact the Mississippi Extension Service or Mississippi Department of Agriculture to confirm you are a certified produce grower.

Items Permitted to Be Sold:

Category 1: Agriculture products grown/raised in Copeiah County or a county adjacent to Copeiah County such as raw fruits and vegetables, edible plants/mushrooms, eggs, honey, shelled peas and beans, spices, grains, herbs, grown plants, fresh cut flowers and foliage, fresh/frozen meats and seafood, etc.
Resellers of only non-local products may be allowed if local products are not available

Category 2: Edible products such as baked & canned goods including, herbal oils and vinegar, pastries, cookies, cakes, cheese cakes, chocolates/candies, breads, fruit syrups, jellies, jams, sandwiches, pies, homemade pasta, fresh juice and cider, fresh dairy products, cheese, canned and pickled products, etc.

Category 3: hand-crafted products such as arts, crafts, pottery, jewelry, home and garden decorative items, toys, ornaments, soaps, lotions, clothing items, purses, wreaths, floral arrangements, stained glass, wood products, etc., vintage, antique and collectable items.

Each vendor is responsible individually to comply with all city, county, state and federal laws and regulations, including, but not limited to, those concerning packaging, labeling, taxation, food safety and sanitation. All vendors must comply with the Mississippi Department of Health food handling procedures. If required, a copy of your food permit must be displayed at your booth.

Vendor is responsible for applicable sales tax. The Downtown Market Manager is required to report sales tax to the State Tax Commission and will provide applicable forms to each Vendor and collect the sales tax at the conclusion of each market. Any questions about sales tax should be directed to the Brookhaven District Office, telephone 601 833 4761.

Vendor is required to provide a Daily Sales Summary Report to the Market Manager if the items sold

are not subject to sales tax filing requirements.

Market Hours & Dates:

The Downtown Market will open 9:00 a.m. until 2:00 p.m. on the second Saturday during the months of May until December. Vendor set up begins at 7:30 a.m. and must be completed by 9:00 a.m. You should check in at The Market Tent before the Market opens and you must check out at the Market Tent before you leave when the market closes. *A Vendor must adhere to hours of operation and may not vacate their booth space until the market closes.*

The Market Manager will have discretion to decide whether to allow late arrivals to participate in the Market. If the Market Manager elects in his/her discretion to close the Market due to inclement weather or any other reason, vendors cannot remain open and must close.

Booth Space and Rent:

The booth rental is \$15.00 per day for a 10 x 12 foot booth space. The fee is nonrefundable. Vendors are asked to use a tent but with approval of the Market Managers may be allowed to sell from a table, the bed of a pickup truck or trailer. Electricity is not available.

First time Vendors note: during the months of May through October the first Market you participate in is free; the \$15.00 booth fee will be charged if your first Market participation is November or December.

Please return *The Downtown Market 2012 Booth Reservation* form with booth rental payment to us by deadline date stated on Market Reservation form. You will not receive a refund if you reserve a booth but fail to show up for the Market or if you who arrive late without prior approval of the Market Manager.

Guidelines:

Each vendor operates privately and separately from other vendors and from the Market. The Market does not provide insurance to participants in The Downtown Market. The Market is not responsible for injuries, losses or damage sustained by the vendor, his/her employees, agents, subcontractors, products or equipment. The Market is open to the public. The Market makes no representation to the vendor that the public will attend any Market or that the vendor's wares will be purchased.

No weapons of any kind, alcohol, intoxicating beverage or narcotic, or any person under the influence thereof, will be allowed on the Market premises. The Market will be smoke free.

After unloading your vehicle you must move it to the designated parking space. No vehicles will be operated on Market grounds after the Market opens. Any vendor vehicle being operated at any time on the Market grounds will be monitored by the vendor or his/her representative to ensure safe operation and the protection of people and property. The vendor will be responsible for any and all damage or injury caused by vendor's vehicle and/or equipment.

Vendors must keep their selling area clean during and at the end of each market. Vendors are responsible for proper disposal and removal of refuse, discards and garbage from their space and cannot use public trash receptacles for disposal of their refuse. Vendor agrees to pay all expenses associated with cleaning up vendor's tent space or any other area changed by vendor if vendor fails to do so to the satisfaction of the Market.

The Board shall have the authority to oversee and enforce the Market rules and has the right to refuse a vendor's participation and require the vendor to leave the Market at any time for violating the Market Rules. Upon being denied participation in the Market, the vendor may request the opportunity to address allegations with the Board and apply for reinstatement. Decisions regarding discipline, reinstatement, or suspension/expulsion will be at the discretion of the Market Board.

All vendors agree to be courteous, respectful, professional, and ethical in all their dealings with the Market, its employees and agents, other vendors, and to the public.

The Manager retains the right to immediately deny a vendor the privilege of selling at the Market for any of the following reasons: misrepresentation of products, poor quality of products or produce, nonpayment of fees, disorderly conduct, or violation of the Market rules or any local or state ordinance, covenant, regulation or law.

The Board reserves the right to revise the Downtown Market rules and regulations at any time.

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT: To the fullest extent allowed by law, each vendor, and his/her successors and assigns, shall indemnify, defend, save, hold harmless, protect and exonerate the Board, its directors, employees, agents, representatives, lessors, the Market Manager, from and against all claims, demands, liabilities, suits, actions, damages and losses for personal injury, death, loss, or property damage, including, without limitation, court costs, investigative fees and attorneys' fees, arising out of such vendor's participation in the Market and whether caused by the vendor or his/her agents, employees or subcontractors. Each vendor shall be solely responsible for all costs and/or expenses associated therewith. This hold harmless and indemnification obligation shall survive any termination of this Agreement and/or vendor's participation in the Market.

If one or more of one or more provisions of this Agreement are determined to be invalid or unenforceable the validity or enforceability of any other provision of this Agreement will not be affected.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Mississippi. The parties agree to first attempt to settle any dispute that arises by direct negotiation. The parties agree that in any litigation arising out of or related in any way to this Agreement, the Market, or vendor's participation therein, suit may be brought only in a court of competent jurisdiction in Copiah County, Mississippi, without giving effect to any applicable conflict of law principles.

Please direct any questions to the Market Managers:

Mary Dell McCoy (601 927 1533) or Casey Kitchens (601 497 1044)

Email: crystalspringsdowntownmarket@gmail.com

Postal: The Downtown Market, 501 West Georgetown St, Crystal Springs, Mississippi 39059

NOTE: Retain pages 1 -3 of this document for your file. Return the Vendor Application, page 4, to the Market Managers at addresses shown above.

The Downtown Market 2012 Vendor Application

RETURN THIS PAGE TO THE MARKET MANAGER.

Your Name and Farm/Business Name and Address:

Primary Phone Number:

Secondary Phone Number:

Email address:

Name and age of family member, employees or others who will operate your space in your absence:

Please provide a brief description of the items you wish to sell at The Downtown Market.

Note: Any vendor with liability insurance or food permit, please attach copy.

By my signature below, I hereby acknowledge having received a copy of the foregoing Downtown Market, LLC, D/B/A The Downtown Market, 2012 Vendor Guidelines and Application, and I acknowledge that I understand them and that I agree to abide and be bound by all rules and policies of The Downtown Market.

Signature: _____

Date: _____

Print Name: _____

The Downtown Market 2012 Vendor Reservation Form

PLEASE SUBMIT THIS RESERVATION FORM BY DEADLINE DATE STATED FOR EACH MARKET.

Your Name and Farm/Business Name:

Phone Number:

Email Address:

Please check the 2012 dates you wish to rent a booth. (Deadline for reservation in parenthesis):

May 12 (05/04) June 9 (06/01) July 14 (07/06)

August 11 (08/03) September 8 (09/01) October 13 (10/05)

November 10 (11/02) December 8 (12/01)

If more than one 10' x 12' booth space is needed, indicate here how many: _____

Cost is \$15.00 per booth space per market. Check enclosed _____

Each vendor is responsible for determining what items are taxable and for calculating his/her own sales tax (7%) that will be reported to the Mississippi Tax Commission. Market Manager will provide applicable sales tax forms to each Vendor and will collect the sales tax at the conclusion of each market

First Time Vendors: Return page 4 of the Market Rules document with this form.

By my signature below, I hereby acknowledge having received a copy of the Downtown Market, LLC, D/B/A The Downtown Market, 2012 Vendor Guidelines and I agree to abide and be bound by The Downtown Market policy.

signature

date

Make check payable to: The Downtown Market

Mail this form to: The Downtown Market, 501 West Georgetown St, Crystal Springs, Miss. 39059