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P.O. 840127
St. Augustine Beach, FL 32080
(904) 347-8007
www.TheCivicAssociation.com

**VENDOR AGREEMENT
THE WEDNESDAY MARKET**

The St. Augustine Beach Civic Association's Wednesday Market is a non-profit community service that provides fresh produce, foods, fine arts & crafts. The Market does not have mass merchandised crafts, second-hand or flea market items. The vision of the Civic Association is to create a first-class open market experience for all residents & guests and to enhance the community spirit of our beach city. We strive to ensure the consumer a quality experience.

Civic Association President,
Bill Jones

RULES AND REGULATIONS

**(All pages must be initialed and a copy of all applicable licenses/tax receipt submitted with application.)
Place a check mark in each box indicating that you have read each line item.**

- HOURS OF OPERATION:** Every Wednesday from 8:00am to 12:30pm.
Set up 7:00 - 8:00am. Clear by 1:00pm.
- LOCATION:** 350 A1A Beach Blvd. - St. Johns County Pier Park
- FEES:** **\$14.00** (includes 6% sales tax) a day for a 10'x10' vending space. To reserve a Vendor/Exhibit space, payment is **due the last Wednesday of the month for the following month**. Fees and Vendor space availability is subject to change if payment is late. ("Park Behind" Spaces are for Monthly Rentals Only)
Weekly vendor spaces are **\$16** per day. Make checks payable to: S.A.B.C.A.
- MARKET MANAGER:** Nico Recore - (904) 315-7454

It is the sole responsibility of the vendor to make sure his/her rent is paid on time. We encourage you to hand deliver your rent and get a dated receipt.
Any paid space rental, if not used, is not refundable or transferable.

VENDOR APPROVAL PROCESS:

The application process begins by the prospective Vendor completing a Vendor Application and providing a detailed description of the proposed products, booth setup, and samples if required. (samples must be picked up within 7 days) Potential vendors are screened based on a number of criteria. **Product Type** Eligible products include, but are not limited to high quality fruits, vegetables, herbs, seasonings, organics, nuts, honey, cheeses, baked goods, gourmet foods, seafood, meats, herbal oils and vinegars, jellies, sauces, dips, coffees/teas, herb based bath products, plants and hand crafted items. **Product Quality**
The integrity of the Market depends on Vendors maintaining a high standard of product quality. **Presentation** Vendors are required to display products on tables and throughout the booth in a professional and pleasing manor. **Product Restrictions** We restrict the number of vendors who carry specific types of products. If a category of products is already well represented, we will notify the vendor and keep the application pending future openings. Vendors are not permitted to add additional product lines without submission of **written application**. Any subsequent additions to their initial product line need to be reviewed and approved. It is the **sole discretion of the Civic Association** as to type and quantity of vendors.

Vendor Initials _____

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Place a check mark in each box indicating that you have read each line item.

LICENSES/INSURANCE:

- It is the Vendor's responsibility to collect and remit state sales tax to the State of Florida on those items that are subjected to state sales tax.
- Vendors must comply with all federal, state, local and special statutes and ordinances regarding public health, safety and welfare
- All licenses (copy) applicable to the product must be given to the Market Manager
- Scales used to weigh products must meet the standards of the Fl. Dept. of Agriculture and Consumer Services.
- Vendors are responsible for their own personal liability and product liability. The Market is not responsible for any liability arising out of negligent acts of the vendor or their employees, or for any injuries sustained by employees or vendors. Vendors should obtain adequate property, liability and workman's compensation insurance.
- St. Johns County requires Vendors to keep a current tax receipt . This can be obtained at the St. Johns County Tax Collector's Office.

MARKET DAY SET-UP:

- Participants will be assigned spaces by the Market Manager.
- Set up can begin at 7:00 am and is to be completed by 8:00 am.
- Please be very conscious of your speed as you drive through the market at the beginning and end of the day. You should drive no faster than walking speed-about 4 mph. *Parking of vendor vehicle (unless within vendor space) is not allowed ANYWHERE in Pier Parking Lot. Vendor parking is located across the street at Panama Hatties Restaurant.*
- Vendors are expected to remain in their area (set up) until 12:30 pm even if they have sold out of product. Vendors should make every effort to have enough inventories to avoid continually selling out prior to Market end.
- Pre-paid Vendors who are unable to attend on a given Wednesday **must** advise Market Manager 24 hours in advance of Wednesday.
- Prepaid reserved spots will be held until 8:00 am and then assigned to any waiting occasional vendor. Late vendors may be accommodated in other spots if available. Please notify Market Manager if you are running late.

VENDOR RESPONSIBILITIES:

- Vendors are required to bring their own tables and setup, portable tent/canopy, etc. Electricity is not guaranteed by the Market.
- All vendors are to take their garbage away at the end of the day. If needed, vendors should provide their own garbage receptacles.
- All products must be priced individually or have signage with prices.
- All merchandise must be of good quality; no damaged, spoiled, outdated or used merchandise is allowed.
- Vendors are to maintain their spaces in clean, sanitary, and attractive conditions.
- No cooking will be allowed on-site without authorization of the Market Manager.
- Vendors should be prepared to have necessary \$ change available.
- All signs and merchandise must remain within the limits of the specified selling space and not interfere with the view of other displays.
- Food vendors are not permitted to have animals within the specified selling space without approval of management.
- The Market is a Smoke Free Environment. Smoking on premises is prohibited.

Break down is not permitted before 12:30 pm.



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Place a check mark in each box indicating that you have read each line item.

VENDOR CODE OF CONDUCT:

- Vendors are expected to be courteous to customers, other vendors and Market Staff.
- Any disagreements need to be handled in a constructive and civil manner.
- Inappropriate behavior (such as loud angry conversation or obscenities) may be cause for immediate and/or permanent removal from the Market.
- Alcoholic beverages are not allowed for sale or consumption.
- Appropriate attire is required, including shoes and shirts. No bathing suits.
- Smoking is offensive to most of our health conscious customers. Therefore, as a courtesy, vendors are asked to take their smoking breaks away from booths and customers off premises.
- No person shall make a public outcry, do "hawking", product distribution, give any musical or other entertainment for the purpose of drawing customers or attracting attention without prior permission from the Market Manager.
- Solicitation of any type by non-vendors (distribution of flyers, requests for money, petitions, etc.) is not allowed within the Market boundaries. Please inform the Market Manager if you see solicitation occurring.

ENFORCEMENT OF RULES:

- Any grievance regarding the actions of other vendors should be brought to the attention of the Market Manager, and not directed to the Vendor in question. If Market Manager is unable to resolve grievance, you may bring your grievance before the Market Committee via written request for grievance agenda item. All parties subject to the grievance shall be notified prior to Market Committee hearing.
- The initiation of, or participation in, a non-Civic Association sanctioned "Petition" or distribution of material outside of agreed vending area is prohibited.
- All Vendor concerns should be reported to the Market Manager. Market Manager is responsible to address your concern and bring your concern before the Market Committee.
- Behavior that is disruptive to Market activities will not be tolerated and may result in immediate termination of Vendor Agreement.
- Any dishonest practice will constitute immediate removal from the Market.
- Any violation or non-compliance may be cause for immediate termination of this agreement.

The Market Manager has been authorized by the Civic Association to enforce these Rules and Regulations and has the authority to remove any vendor from the Market with notification and approval from Market Committee. The Civic Association reserves the right to make changes or amendments to these rules as they are justified. If you are unable to comply with these regulations feel free to contact us for consideration when you can.

Thank you for your participation and we wish you much success.

St. Augustine Beach Civic Association and the Wednesday Market.



Vendor Initials _____

TO BE COMPLETED BY VENDOR:

Business Name _____

Owner _____

Address _____

City _____ State _____ Zip _____

Phone _____ Cell Phone _____ E-Mail _____

I PROPOSE SELLING THE FOLLOWING ITEMS:

Vendor acceptance into the Wednesday Market will be based on:

- *Quality of product*
- *Need for product at the Market*
- *Availability for consistent Market attendance*

By execution hereof, the undersigned releases and discharges and agrees to hold harmless the County of St. Johns from any and all claims, demands, action or right of action arising out of or by reason of the use of St. Augustine Beach Civic Association Farmers/Arts & Crafts Market except due to the sole negligence of the County. The Vendor/Farmer agrees to protect, defend indemnify and hold harmless the Civic Association Market, its officers, Board members, agents and volunteers from and against all claims, demands, expense, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or grow out of any act or omission of the Vendor and its agents, or any and all costs, expenses and attorney fees incurred by the Vendor as a result of any claim, demands or causes of action arising out of operating as St. Augustine Beach Civic Association Farmers/Arts & Crafts Market Vendor. I have received, read and understand the terms and conditions described on this application and agree to comply with regulations applicable to my products. I assume all responsibility for investigating and complying with said regulations. By signing below, I agree to all of the rules and regulations of the St. Augustine Beach Civic Association Farmers/Arts & Crafts Market.

Signature _____

Print Name _____ Date _____

FOR OFFICE USE

Verification of License-copy on file:

- SJC Tax Receipt # _____
- Food Service certificate # _____
- Annual Food Permit # _____
- Annual Weight & Scale Cert. # _____
- FL Nursery Stock Reg # _____
- Other _____



Authorized Signature & Date _____