Sunset Walk Artisan & Farmers Market

 3251 Margaritaville Blvd, Kissimmee

 Vendor Application and Agreement

 \*\*\*\*ALL FIELDS MUST BE COMPLETED\*\*\*\*

Vendor Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Business Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_City\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Email\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

You have been accepted to the Sunset Walk Market. Please complete this Agreement and return by mail, email or in person: Sandy@EventsbySG.com or Gaynell@EventsbySG.com or

Mail: Events by S&G 16745 Cagan Crossings Blvd 102B Clermont, FL 34714

Please include a copy of your “Business License” from the City or County in which your business is located. Food vendors must be properly licensed with the State of Florida Department of Agriculture (regulates mobile vendors that prepare and serve food on site) or your Mobile food truck license. If you are operating under the “Cottage Law” you must meet all Cottage Law Requirements.

The primary theme of this market is related to original arts and craftworks or food products. Please list and describe in DETAIL ALL proposed items that you will sell. You may not add any additional products without submitting in writing and photo of new products. We will notify you if you can add the new product. The market is limited in the number of similar vendors that we will allow. We will also consider existing stores and restaurants before approval.

ITEM NAME DETAILED ITEM DESCRIPTION\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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\*\*If additional space is needed please use the other side of page

Policies and Procedures may be amended from time to time in writing and vendor agrees to abide by the terms of any such amendments. Vendor agrees that violations of such amended policies and procedures may result in the loss of Sunset Walk Artisan & Farmers Market vending privileges.

 **Hold Harmless/Indemnification/Copyrights Agreement**

Vendor shall indemnify and hold harmless EventsbyS&G, MV Rolling Oaks Retail,LLC and Market Managers from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorney’s fees for trial and appeal, of any kind or nature arising out of or in any way connected with the Contract or Vendor’s use of the spaces, sale of goods or conduct of business by Vendor, its agents, servants, employees, customers, patrons or invitees or any act of omission of Vendor, its agents, servants, employees, customers patrons or invitees.

 Vendor is responsible for all monies collected from the sale of Vendor’s goods plus collecting and reporting of sales tax. MV Rolling Oaks Retail, LLC, Events by S&G, LLC and Market Managers are in no way responsible for any lost or stolen monies or items.

Vendor assumes all costs arising from the use of patented, trademarked or copyrighted materials, equipment, devised, processes or dramatic rights used on or incorporated in the conduct of any Vendor at or related to its operations at the Market; and Vendor agrees to indemnify and hold harmless MV Rolling Oaks Retail, LLC, Events by S&G, LLC and Market Managers from all damages, costs and expenses in law or equity for or on account of any patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights furnished or used by Vendor in connection with this Agreement and will defend the Sunset Walk Market and Market Managers from any such suit or action, regardless of whether it be groundless or fraudulent.

This Agreement has been entered into in Orange County, Florida and shall be construed in accordance with the laws of Florida and venue for any action arising from this Agreement shall be in Orange County, Florida.

Signature below indicates that Vendor has carefully read and understands all of the above terms and requirements and the **attached Exhibit “A”, Sunset Walk Artisan & Farmers Market Policies and Procedures,** and incorporated herein by reference and that any violation of such may result in loss of vending privileges.

Vendor Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Vendor booth space is 10x10 for a single. Cost is $30 per week, payable online prior to the day of the market. We prefer you pay for the month.

Pay online: EventsbySG.com Click on Sunset at Margaritaville button. Pay on the registration form

For questions contact: Sandy 352-617-8788 or Gaynell 906-280-4473

 **Exhibit “A”**

 **Sunset Walk Artisan & Farmers Market Policies and Procedures**

 **\*\*Please initial in the space to indicate that the Vendor has carefully read and understands each section\*\***

\_\_\_\_\_The Market Managers are responsible for the recruitment of Vendors, distribution and explanation of Market policies and procedures, approval of merchandise to be sold, assignment of space and execution of Vendor agreements. The Market Managers are responsible for the day-to-day operations of the Market and shall be the Vendor’s point of contact for questions and issues that arise during the Market. **The Market Mangers may move any vendor booth at any time for any reason.** The Market Managers reserve the right to determine whether proposed merchandise meets the Market objectives and criteria for participation. **No Vendor is permitted to add new items for sale unless the Market Managers approve it first. Request MUST be made in writing by email to** **sandy@EventsbySG.com** **or** **Gaynell@EventsbySG.com** **along with photos of requested items. Approval must be granted before Vendor may begin selling additional item.**

\_\_\_\_\_The Market will be open to the public from 10am-2pm on each Saturday. The Market will be closed on certain Holidays and special events. You will be notified prior to date closings.

 \_\_\_\_\_Because of safety concerns, vendor’s children under the age of 12 are not permitted in the booth.

\_\_\_\_\_**THERE IS ABSOLUTELY NO SMOKING BY VENDORS OR THEIR EMPLOYEES INSIDE THE MARKET AREA.** Smoking is only allowed in designated smoking areas. This includes vapor cigarettes.

\_\_\_\_\_Vendor parking is located in the large parking lot behind the Town Center

 **Set -Up and Break-Down/ Market Operations**

\_\_\_\_\_Set up is NOT permitted until all current fees have been paid to the Market Managers

\_\_\_\_\_Vendors may set up after 8:30am and be ready to sell before 10:00am. Any vehicle arriving after 9:30am will not be allowed into market area. Vendors must unload their vehicle as quickly as possible. **DO NOT BEGIN TO SET UP.**  Please park your vehicle before returning to set up your booth.

\_\_\_\_\_Booths may not be broken down until the end of the market at 2pm. **BREAK-DOWN YOUR BOOTH COMPLETELY BEFORE DRIVING YOUR VEHICLE INTO THE MARKET.** Load your vehicle quickly and exit promptly. Please drive slowly and watch for people and pets still in the market area.

\_\_\_\_\_There is only one way in and one way to exit the Market. It is best to turn in off of Hwy 192 onto Inspiration Rd (next to WaWa) turn right at the round about circle. The road is closed off at Margaritaville Blvd You will be allowed in where you can drive to your space, unload quickly and exit to the next round about. Follow it ¾’s of the way and exit to the parking lot. We ask vendors to park to the further side of the parking lot to allow room for guests to park

\_\_\_\_\_All vendors are responsible for their own trash and cleaning the area around their space before leaving

\_\_\_\_\_Vendors are responsible for supplying their own tent, table, chair, signage and tablecloth. **All tables must be completely covered by a cloth to the ground so no table legs show in front or on sides.** Everything must be stowed under the table or out of sight, keeping booth area neat and clean.

\_\_\_\_\_All vendors must have tent weights (20 lbs per tent leg is recommended) to guard against wind and rain Vendors should have a rain plan. Covers for merchandise is suggested. In case of hard rain or extreme wind, lower your tent.

 **LICENSES AND HEALTH CODES**

\_\_\_\_\_All vendors need to secure a **”Business License”** in the City or County the business is located in. **Licenses must be kept in your booth at all times.**

\_\_\_\_\_Vendors must maintain a professional appearance while working at the Market, including having clean hair, fingernails and clothing. Plastic gloves and face masks should be worn when needed. Hand sanitizer should be provided at your booth. Any vendor handling food samples should wear gloves and provide trash receptacles.

\_\_\_\_\_No pets or other animals shall be permitted in Vendors’ booth

 **Enforcement of Rules**

\_\_\_\_\_Vendors, as a condition of approval, shall accept responsibility for the conduct and actions of themselves and all persons working on their behalf at the Sunset Walk Artisan & Farmers Market including but not limited to, their employees, agents, family and volunteers.

\_\_\_\_\_Violation of any general public safety rules or Market policy listed in this Agreement by vendor or staff may result in termination of space rental. Vendors shall generally be given a written warning as a courtesy from the Market Managers of any such violation, but it is not required prior to termination.

\_\_\_\_\_Vendors shall conduct themselves in a courteous and professional manner with other Vendors, Market personnel and Market patrons. Failure to do so is cause for immediate removal from the Market. Under NO circumstances may any vendor approach another vendor to discuss vendor activities, operational or product issues. ALL concerns or complaints must be made to the Market Managers.

\_\_\_\_\_Verbal and non-verbal communications of vendors, employees, agents, family or volunteers shall be respectful and courteous at all times. All profane, abusive, discourteous and boisterous language and/or conduct within the Artisan Market area shall be prohibited. The use of discourteous harassing, intimidating, threating, insulting or abusive language, gestures, etc, either in person or by electronic/digital media shall be prohibited and is grounds for dismissal.

\_\_\_\_\_By Vendor’s operation at the Market, Vendor consents to the Sunset Walk Artisan & Farmers Market’s right to photograph or video any Vendor or Vendor booth for the use of advertising or promotion of the Market on social media, websites or in print. All images will become the property of Events by S&G, LLC.

\_\_\_\_\_The Market Manager’s prime concern is safety during bad weather conditions, such as wind, rain and lightening. The Managers may choose to close the Market early as needed. It is recommended that all Vendors have a “Quick Break-Down Plan” to maximize speed and protection of merchandise when poor weather occurs.

\_\_\_\_\_Vendor shall NOT break-down or independently end its market day without the consent of the Market Managers. The Vendor is permitted at any time to protect merchandise by covering with a tarp or using tent side during sudden weather changes. Lowering of tent by 2-3 feet in order to stabilize is allowed.