



Welcome Vendors!

The Newberry County Chamber of Commerce looks forward to building upon the past success of the Grow Newberry Farmers Market, Inc. in our mission **to provide an active, healthy gathering place for local vendors, producers, and patrons to buy, sell, and learn**. If you are a returning vendor, we'd like to welcome you back and express our appreciation for all that you do to help make the market a successful and fun place to be. If you're joining us for the first time, we'd like to welcome you to our family of hard-working, friendly vendors. You can count on us to do everything we can to help you get established so that you can successfully market your products to our ever-growing base of loyal customers.

We want to be an example of sustainability, and we want to provide healthy food and quality crafts to our friends and neighbors. Additionally, we want to be a gathering place for the community to come together, visit, and have fun. We are excited about the coming season and look forward to working with each of you!

Growing regards,
2023 Grow Newberry Farmers Market Committee

Managed by:



Grow Newberry Farmers Market 2023 Guidelines & Vendor Agreement

I. Introduction

The **2023** Grow Newberry Farmers Market will run on the following dates and times:

Downtown Newberry (Memorial Park)

May 13 (Second Saturday)

June 3, 10, 24 (each Saturday except June 17)

July 1, 8, 15, 22, 29

August 5, 12

Sept 9 (Second Saturday)

Market Manager will not be on site prior to 8:15 AM.

8:30 AM Vendor set-up

9:00 AM Market begins (**no sales until the bell rings**)

12:00 PM Market ends

12:30 PM Memorial Park is to be cleared

Attachment 1 is an **Agreement** that all vendors **must** sign and submit before joining the market. No prospective vendor will be permitted to set up a booth or conduct sales unless a signed Agreement is on file with the Market Manager. No exceptions. The Market Manager is a designated staff or volunteer of the Newberry County Chamber of Commerce and may not be the same individual each week.

See the **Market layout** with spaces allotted for vendors, for demonstrations, etc. The layout also shows which spaces can be reserved for the Market season for the Saturday markets.

II. General

1. The Market Manager reserves the right to cancel the Market, without notice, due to extreme weather or other hazardous situations.
 - Every effort will be made to notify vendors and community at large, through Facebook, the website, and WKDK AM1240/101.7 FM radio. A credit may be given for a future market day of the same season.
2. All vendors must sign the Agreement (Attachment 1) and submit it to the Market Manager at least one week prior to the market date to guarantee a spot. Day-of applications will only be accepted if time / availability allows.
3. Vendors are responsible for complying with applicable business and tax regulations and laws.
4. Vendors whose sales require special licenses or permits (such as eggs, meats, dairy, etc.) must provide a copy to the Market Manager at least one week prior to market date.
5. Vendors must ensure they are in compliance with applicable SC DHEC regulations regarding dairy products, eggs, meat and honey as well as baked and canned good. **All permits, RVCs, and exemptions need to be provided with a copy of this application.** It is strongly suggested that you keep a copy of your permits, etc., on your table during the market.

6. Before posting any sign that indicates "Certified SC," the vendor must provide proof of a certificate to the Market Manager.
7. Vendors advertising products as "organic" must have a USDA-approved certificate.
8. Vendors must supply their own tables, scales, containers, etc. Scales must comply with SC Dept. of Ag regulations.
9. Vendors must collect and remove trash / debris generated by their site before leaving the market.
10. Vendors must rely on their own cash resources; the Market Manager is unable to make change for anyone.
11. Any complaint may be directed to the Market Manager. Unresolved issues will be brought to the attention of the Committee.
12. **All produce must be produced within the state of South Carolina and must be listed on the SC Department of Agriculture website as a crop currently in harvest in South Carolina.** Produce not listed on the SC Department of Agriculture page as currently in season must be removed from the table. If complaints are received, the vendor must provide proof that he/she is growing the produce in question (via pictures, farm inspection, etc.). Repeat offenses may result in removal from the market without refund, as well as denial of acceptance to future markets.

III. Who can be a vendor at the Grow Newberry Farmers Market, and what can they sell?

1. **Farmer / Producer / Nursery / Planter:** persons or entities who raise produce (vegetables, fruits, nuts, and grains), herbs, flowers or nursery crops from seed or plants. Beekeepers, egg farmers, poultry and livestock producers and fish and/or shellfish growers are considered farmers.
2. **Grower:** non-professional small-scale farmers or home gardeners.
3. **Processor:** person who offers fresh food products such as bread, candies, jams, jellies, etc. Processors must comply with all applicable SC Department of Agriculture and/or SC DHEC requirements.
4. **Crafter / artisan / artist:** person who hand-makes bath products, herbal products, garden art and furniture, quilters and needle workers, pottery, candles, wood products, birdhouses, wreaths, botanical and floral products, crafts made from agriculture materials (such as goat milk, beeswax, wool); artists who paint, draw; potters; photographers; and jewelry-makers. The Market Manager has the final say regarding items in this category.
5. **Bake Sales:** baked goods sold by non-profit organizations such as churches, youth groups, etc. Sales may include organization-produced cookbooks, etc. This category will be held to a maximum number of vendors each week and must be approved prior to market day.
6. **Demonstrations:** person(s) who demonstrate a skill or craft, exercise, or talent, or provides instruction or presentation as coordinated and scheduled by the Market Manager prior to market day.
7. **Sponsor:** person or entity that has sponsored the market at a Sustainer or Harvester rate may advertise or sell items other than those listed above. See Sponsorship Form for sponsorship details. The Board of Directors has the right to refuse sponsorships deemed inappropriate.

8. Vendors from all over South Carolina are welcome to participate. However, if spots are full, priority will be given to Newberry vendors. Produce must be South Carolina grown.
9. **NO RESALE** of any kind on non-produce items.
10. A designation of "100% Grow Newberry" will be given to vendors that certify through the application process, that all items are grown or made in Newberry County. Vendors will be provided with a laminated sign at the beginning of the market, to be returned to the Market Manager.
11. No one may sell, distribute or vend beer, wine or alcoholic beverages.
12. No selling, trading or buying live animals (except rescue / shelter animals by prior arrangement).
13. No sale of weapons (guns, knives, bows and arrows, etc.) or ammunition.
14. No active political campaigning.
15. No fundraising activity without prior approval of the Market Manager (one week in advance of the requested activity).
16. No advertising or solicitation without prior approval of the Market Manager (one week in advance of the requested activity).
17. Vendor signs shall not be larger than the vendor's space. In the interest of public safety, signs must be secured. Signs cannot impede walkways. The Market Manager reserves the right to disapprove any sign.
18. On market day, the Market Manager reserves the right to approve or disapprove any item that is being offered for sale or trade. Formal complaints can be brought to the Committee.



IV. **Parking at Memorial Park**

To promote safety, fairness and a favorable Market experience for everyone, all vendors must comply with the Market rules regarding parking. Non-compliance could result in the vendor being disapproved from participating in the Market for the remainder of the season.

1. **Main Street:** In the spirit of courtesy, cooperation and common sense, parking on Main Street, alongside Memorial Park will be designated for customers. Vendors may park and unload their goods until 10 minutes before the market opens, at which time they must move their vehicles to other parking areas. The Market Manager can tell you where those areas are located.
2. **McKibben Street:** The section between Main Street and Boyce Street will be blocked off by barricades to accommodate demonstrations or vendors assigned to those spaces. Only the Market Manager and his/her designee(s) are allowed to move the barricades.
3. **Boyce Street:** Boyce Street from McKibben Street to Nance Street will be blocked off by a barricade to accommodate demonstrations or vendors assigned to those spaces. Only the Market Manager and his/her designee(s) are allowed to move the barricade.
4. **Nance Street:** As a matter of public safety, Nance Street will remain open. The bus-loading area alongside Memorial Park will serve as a courtesy area for customers to pick up their purchases and is unavailable for vendor parking.

V. **Market Layout**

The Grow Newberry Farmers Market has a **layout plan with specified vendor spaces for the Saturday market**. A layout plan is a management tool that will help the Market Manager account for all the vendors; the plan will also help the Manager accommodate new vendors, in addition to conducting other activities. Importantly, a layout plan is also a safety measure, to promote accessibility for vendors and customers. Finally, a layout plan promotes fairness among the vendors, no matter what size the vendor's operation.

VI. **Spaces and Fees**

The Grow Newberry Farmers Market will provide the opportunity for vendors to reserve spaces for the season at the market. Ideally, spaces should be reserved at least a week prior to the reservation date.

All dates will be at a charge of \$5 each. Payments can be made via check, online at GrowNewberry.com, or by credit card in the office.

IMPORTANT Sign up for reserved spaces by referring to layout plan at **Market Layout**.

Please return your paperwork to our office at 1209 Caldwell Street in downtown Newberry, via email at liz@newberrycountyny.org, or on location at the GNFM. You may also complete the form and make payment on the GrowNewberry.com website.

VII. **Hold Harmless**

By signing the attached application, the vendor agrees to indemnify and hold harmless the Newberry County Chamber of Commerce, the Grow Newberry Farmers Market Committee, as well as the Market Manager and any volunteers for and against any and all damages, losses, suits, liability and/or causes or action resulting from property damage, and/or from personal injury, including death, arising out of or in any way connected with the willful misconduct by the market or volunteers and the vendor covenants not to sue or take action against the Market or its members, or the Market Manager and volunteers. The vendor further permits the Market to use photographs of the vendor/his or her booth for the Market publicity.

Approval to participate in the Farmers Market could be revoked if a vendor fails to comply with this agreement.

**GROW NEWBERRY FARMERS MARKET 2023
VENDOR AGREEMENT**

This agreement **must** be signed by the prospective vendor. **No prospective vendor will be permitted to set up a booth or conduct sales unless a signed Agreement is on files with the Market Manager.** No Exceptions. The signed agreement will be retained on file for the season.

I, the undersigned vendor, acknowledge that I have read and I understand the Grow Newberry Farmers Market 2023 Guidelines and Vendor Agreement; and I agree to abide by its terms. I understand that my non-compliance could result in me being denied participation in Market events for the remainder of the Market season, or future seasons.

HOLD HARMLESS CLAUSE: By my signature below, I, the vendor, agree to indemnify and hold harmless the Grow Newberry Farmers Market and its members, as well as the Market Manager and market volunteers for and against any and all damages, losses, suits, liability and/or causes of action resulting from property damage, and/or from personal injury, including death, arising out of or in any way connected with my participation in the Grow Newberry Farmers Market 2023, except to the extent that such damage is caused by willful misconduct by the Market or its individual members, and I, the vendor, covenant not to sue or take action against the Market or its members, of the Market Manager and Market volunteers.

I, the vendor, **do** or **do not** permit the Market to use photographs of me and/or my Market space for such purposes as deemed appropriate by the Market.

Signature: _____ Date: _____

Printed name: _____

Primary Telephone Number: _____ Email: _____

Mailing Address: _____

Are you a Certified SC Grown Vendor? Yes No

Do you accept WIC? Yes No EBT / SNAP? Yes No Other? _____

Items offered for sale: Produce Eggs Meat Plants/flowers Other _____

Do you have a farm / business Facebook page or website? If so, please list so we can publicize your page.

Will 100% of items sold be grown / produced / created in Newberry County (we reserve the right for a farm inspection, if in doubt)? Yes No

Crafters must identify items to be sold, and briefly describe the crafting process (use backside of sheet if necessary). We may ask to view the items prior to approval.

Reserved space number? (First come, first serve): _____

**Mail to: P.O. Box 396, Newberry, SC 29108 Make checks payable to
Newberry County Chamber of Commerce**

Below, please check the date(s) you plan to attend.

Saturday Markets (9:00 a.m. – 12:00 p.m.) \$5.00 each date	
May 13	
June 3	
June 10	
June 24	
July 1	
July 8	
July 15	
July 22	
July 29	
August 5	
August 12	
September 9	
Total (\$5 per day)	\$