

Food Station/Truck Vendors *



The Newberry County Chamber of Commerce looks forward to building upon the past success of the Grow Newberry Farmers & Artisans Market 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 food 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!

Managed by:

NEWBERRY COUNTY
CHAMBER
OF **COMMERCE**

Grow Newberry Farmers & Artisans Market 2024 Guidelines & Food Station/Truck Vendor Agreement

I. Introduction

The **2024** Grow Newberry Farmers & Artisans Market will run on the following dates and times:

Downtown Newberry (Memorial Park)

May 18 – Ag+Art Tour of Newberry County weekend

June 1, 8, 22, 29 (no market June 15)

July 6, 13, 20, 27

August 3

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

8:20 until 8:55 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. Food station/truck vendors will be placed on McKibben Street across from Truck 6 or in one of the "Truck" spaces.

***Food station/truck vendor** is defined as one preparing ready-to-eat foods and/or drinks on site.

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 must ensure they are in compliance with applicable SC DHEC regulations. Please keep a copy of your permits, etc., in your space during the market. SC DHEC is subject to arrive and ask for certificates/permits.
5. Vendors must supply their own supplies, including tents, tables, and chairs.
6. Vendors must collect and remove trash / debris generated by their site before leaving the market.

7. Vendors must rely on their own cash resources; the Market Manager is unable to make change for anyone.
8. Any complaint may be directed to the Market Manager. Unresolved issues will be brought to the attention of the Chamber of Commerce Special Events Committee.
9. No one may sell, distribute or vend beer, wine or alcoholic beverages.
10. No active political campaigning.
11. No fundraising activity without prior approval of the Market Manager (one week in advance of the requested activity).
12. No advertising or solicitation without prior approval of the Market Manager (one week in advance of the requested activity).
13. 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.
14. 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 Chamber of Commerce Special Events Committee.

III. **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.

IV. **Market Layout**

The Grow Newberry Farmers & Artisans 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.

V. Spaces and Fees

The Grow Newberry Farmers & Artisans Market will provide the opportunity for food 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 \$25 each. Payments can be made via check, online at NewberryCountyChamber.com, or by credit card in the office.

Mailing address: Newberry County Chamber of Commerce
PO Box 396
Newberry, SC 29108

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

VI. 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 & Artisans Market, 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 vendors or sponsors, 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 Grow Newberry Farmers & Artisans Market could be revoked if a vendor fails to comply with this agreement.

**GROW NEWBERRY FARMERS & ARTISANS MARKET 2024
FOOD STATION/TRUCK 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 & Artisans Market 2024 Guidelines and Food Station/Truck 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 & Artisans Market and its vendors or sponsors, 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 & Artisans Market 2024, 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 vendors or sponsors, or 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: _____

Type of food Items offered for sale: _____

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

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

Saturday Markets (9:00 a.m. – 12:00 p.m.) \$25.00 each date – Food Station/Truck Vendors	
May 18	
June 1	
June 8	
June 22	
July 29	
July 6	
July 13	
July 20	
July 27	
August 3	
Total (\$25 per day)	\$