



*Local Farm Fresh Fruits & Vegetables, Baked Goods, Flowers, Herbs, Local Arts & Crafts
May 2, 2012 through September 26, 2012
Downtown Southport Inc.: 910-279-4616; PO Box 10127, Southport, NC 28461*

Vendor Information 2012: There are 22 weeks in the 2012 Market season. Vendors can rent space based on the following fee schedule options:

Weekly - \$15/each Wednesday – Daily rate may be paid each market day or multiple days in advance

Monthly - \$50/4 week month (June, July, Sept); \$60/5 week month (May, Aug). Monthly rates must be paid on the first market day of the month for the entire month.

Full Season - \$266 – Must be paid on or before the first market day for the entire season

Prior season vendors may request their same space assignment from the prior season on the first option basis. New vendors will be assigned a space on the first day of their attendance to the market on a first come/first served basis. Each successive week, daily vendors must arrive or contact a market committee member for the late arrival no later than 7:30am or the space may be reassigned to another vendor for the day. Electricity is not available for vendors. Imports or flea market/yard sale type items are **NOT** allowed. Homegrown and homemade items only may be sold at the Market. Arts and craft vendor applications will be reviewed by the Market Committee for approval. Because this is a Market and not a craft fair, the Market Committee will limit the total number of craft vendors to ensure a reasonable percentage of crafts versus homegrown products. Crafters who are new to the market must provide two (2) pictures of their craft for the Market Committee's review. Vendors selling homemade food items are required to get a "home inspection" from the NC Department of Agriculture and Consumer Services to sell these items (see details under "Food Safety Rules and Regulations" or contact Marion Martin at 910-620-2308 for more details). Space will be available at no charge for local nonprofit organizations to provide information to the public and for fundraising activities. Vendor payments may be made in cash or by check, made out to "Downtown Southport, Inc."

Food Safety Rules & Regulations: The NC Department of Agriculture and Consumer Services (NCDACS) food safety rules & regulations guiding farmers markets require a home inspection for all vendors who do home processing (producing a food product in your home). **ALL** vendors who sell home produced food items **MUST** contact the NCDACS to get information on the regulations and to request a home inspection prior to the sale of any home produced food item. Contact Number: 919-733-7366 – indicate you are a home processor and need to speak to a food compliance officer about the requirements. Let them know you will also need a home inspection. A copy of your home inspection must be provided to the Market Staff.

VENDOR APPLICATION INFORMATION (Applicants will be notified of their acceptance PRIOR to opening day of the Market)

Applicant's Name (s): _____

Business Name (if applicable): _____

Mailing Address: _____

Contact Phone (s): _____

E-Mail: _____

Items to be Sold: _____

Vendor General Release: With the applicant's signature, hereby and forever discharges the Southport Waterfront Farmers Market, Downtown Southport, Inc. and the City of Southport of and from all manner of actions, suits, damages, claims and demands whatsoever in law or equity, from losses or damage to the signer's property while in possession, supervision or auspices of the Southport Waterfront Farmers Market.

For more information contact:

Marion Martin, Committee Chair: Day: 910-620-2308; Evening: 910-457-0713

Dottie Nixa: 910-279-4616 or 910-457-0312

Make checks payable to: Downtown Southport, Inc.

Mail to: PO Box 10127, Southport, NC 28461

Vendor's Signature: _____





SOUTHPORT WATERFRONT FARMERS MARKET RULES AND GUIDELINES

PURPOSE

The Southport Waterfront Farmers Market was developed to provide a place for local growers to sell their goods directly to consumers, to educate consumers about local farming and seasonal eating, to encourage and promote the use of locally grown farm products and locally prepared foods; and to enhance quality of life in Southport by providing a community activity that fosters social gathering and interaction. The motto that supports our purpose is “Home Grown & Home Made”

The Waterfront Farmers Market is sponsored by Downtown Southport, Inc, in partnership with the City of Southport and is governed by a Waterfront Market Committee whose members include members of DSI, selected vendor(s) and city representatives. Rules for the conduct of the Market are formulated and implemented by the Committee. The purpose of these rules is to govern the operation, administration and management of the Waterfront Farmers Market. The following rules and regulations are not intended to burden participants but to ensure smooth operation, fairness and success of the Market.

ELIGIBILITY

Products that can be sold by the seller or their agent must be from North Carolina and can include:

- Vegetables
- Fruits, nuts or berries
- Plants and herbs
- Bulbs
- Eggs
- *Dairy products
- Honey
- Cut or dried flowers
- Firewood
- Straw
- *Preserves, pickles, relishes, jams, jellies and candies

- Baked goods
- Seafood caught from North Carolina based boats
- Art or crafts handmade or hand-crafted locally. (**NOTE: Because this is a Farmers Market and not a craft fair, the Market Committee will limit the total number of craft vendors to ensure a reasonable percentage of crafts versus homegrown products**)
- Exceptions must be discussed with a Market Committee representative
- The Committee shall have the sole discretion to determine if a particular product or set of products is not consistent with the purpose of the Market and to restrict vendor participation in such instances.
- Vendors are allowed to supplement their product offering with prior Market Committee approval. “Supplemental Products” are defined as those products that are produced outside of North Carolina, but inside the USA. “Supplemental Products” may not exceed 50% of the total product offered by a vendor each Market day.
- “Supplemental Products” must be clearly marked as to origin (examples: “supplemental” vegetables produced in Florida, must be marked “Grown in Florida”).
- “Locally Produced” is defined as produced in North Carolina or harvested by North Carolina based boats.
- The Market Committee and/or the Market Manager reserve the right to conduct an inspection of any market vendor at any time to verify product origin.
- If a vendor wishes to sell any product other than what was initially applied for, the vendor must get prior approval from the Market Committee.
- All “canned/jarred” products must have label identifying the product and contents.
- All Baked Goods must be either individually labeled with ingredients or a “master list” identifying each product must be provided with the ingredients of each baked product being sold. – (example: a pound cake could have an ingredients label on wrapping; unwrapped cookies could have the cookie type listed on a sign with ingredients noted rather than on each individual cookie.
- All products being sold **MUST** display product prices – this can be done on individual items or on a list identifying items and prices.

***The North Carolina Department of Agriculture and Consumer Services (NCDACS) food safety rules & regulations guiding farmers markets requires a home inspection for all vendors who do home processing (producing a food product in your home). ALL vendors who sell home produced food items MUST contact the NCDACS to get information on the regulations and to request a home inspection prior to sale of any home produced food item.**

CONTACT NUMBER: 919-733-7366 – indicate you are a home processor and need to speak to a food compliance officer about the requirements. Let them know you will also need a home inspection. Vendor must present a copy of the approval certificate provided by the NCDACS upon completion of approved inspection.

HOURS AND DATES

- The Market will operate each Wednesday beginning the first Wednesday of May until the last Wednesday in October. The Market will be held on the lawn of the Garrison House located on S. Davis and Bay Streets, downtown Southport.
- Market time: 8 am – 1:00 pm. Set up time is from 6:00am-8:00 am the day of the market.
- **VEHICLES ARE NOT ALLOWED ON THE LAWN FOR SET UP OR BREAK DOWN.**
- No sales will be permitted during set-up times or past listed closing time. The Market Committee reserves the right to modify the Market schedule as necessary to allow for special events and activities.

RULES

VENDOR PARTICIPATION

- The Market will operate rain or shine unless the Market Committee determines the weather would pose a public hazard.
- Sellers are required to remain on site for the entire duration of the market, unless product offering is sold out. Any vendor who is not on site by the start time of the market will be allowed to set up, but set up must not interfere with the operation of the Market or other vendors.
- Non-Profit organizations are eligible to participate in our Market for fund raising activities at no cost.

DISPLAY/SET UP

- Spaces will be assigned by the Market Manager. As this is an open air market with several entrance and exit points, we do not anticipate “priority spaces”.
- Any vendor who has not arrived to set up or has not contacted the Market Manager that they are running late by 7:30 am may lose their assigned space for that market day.
- Vendors must supply their own tables or displays. Canopies, tents or umbrellas are encouraged. However, please note **CANOPY STAKES CANNOT EXCEED 6” DUE TO HISTORICAL SITE RESTRICTIONS.**

- Vendors are encouraged to have a sign posted indicating the name and location of the farm or business.
- All products sold must have signs indicating price and description of product where applicable. A master price list can be substituted for individual product pricing.
- Vendors may not sublease their space.
- Each seller is responsible for cleaning up his assigned space at the close of the market. All vendors must haul out their trash at the end of the day or utilize onsite trash receptacles.

MISCELLANEOUS

- Vendors must comply with all laws, ordinances, and regulations of the United States, State of North Carolina, Brunswick County, and City of Southport.
- The Market does not offer exclusive rights to any one vendor to sell any one product. Market customers generally benefit from having a choice. However, if the Market Committee believes the number of CRAFT vendors offering the same or similar product(s) is excessive, duplicate products may be denied entry, or given alternative dates to participate. No live animals may be sold or given away at the Market.
- Pricing of goods sold at the market is solely the responsibility of the individual vendor.
- Vendors may not have personal pets in their booth during Market hours.

MARKET MANAGEMENT

The Market Manager is responsible for the day-to-day management of the market and along with the Market Committee has the complete authority to interpret, implement and enforce the market policies. Any questions or concerns should be addressed to the Market Manager or any Market Committee member in the manager's absence. Conflicts between vendors and customers must be brought to the attention of the Market Manager or a member of the Market Committee for final resolution.

Market Committee Contacts:

Marian Martin – Daytime (910)620-2308; Evening (910-457-0713
Dottie Nixa - 910-457-0312

Market Committee Members

Marian Martin
Dottie Nixa
Stuart Callari
Ann Duke

VIOLATIONS

Violations of any of these rules as discovered by or reported to the Market Manager or Market Committee may result in a vendor being excluded from the Market.

Hold Harmless Clause and Insurance

All authorized vendors participating in the Southport Waterfront Farmers Market shall be individually and severally responsible to Downtown Southport, Inc. (DSI) for any loss, bodily or personal injury, deaths, and/or property damage that may occur as a result of the vendor’s negligence or that of its servants, agents, and employees. All vendors hereby agree to indemnify and save DSI, its officers and employees harmless from any loss, cost, damages, and other expenses, including attorney’s fees, suffered or incurred by DSI by reason of the vendors’ negligence or that of its servants, agents and employees; provided that the vendors shall not be responsible nor required to indemnify DSI for negligence of DSI, its officers or employees. No insurance is provided by the City of Southport to participants in the Waterfront Market. Participating vendors will be required to provide a signature in acknowledgement of this clause on the vendor application.

**DOWNTOWN SOUTHPORT, Inc.
WATERFRONT FARMERS MARKET**

VENDOR ACKNOWLEDGEMENT

I, _____, Doing Business As (DBA) (if applicable)
_____ have received, read and agree to abide
by the Rules and Guidelines of the Downtown Southport, Inc. Waterfront Farmers
Market. In addition, I acknowledge the “Hold Harmless Clause and Insurance” as
stated in the Rules and Guidelines.

Print Name

Signature

Date

Revised: 10/2011
Approved by DSI Board of Directors: 1-16-2012