



Welcome Vendors!

The Newberry County Chamber of Commerce looks forward to building upon the past success of the Grow Newberry Farmers Market, Inc. 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.

An **addition** to this year's GNFM will be the **Open Streets Newberry** on June 1 and **Ag+Art Tour** weekend of Saturday, June 1 and Sunday, June 2.

We want to be an example of sustainability, and we want to provide healthy food 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,

2019 Grow Newberry Farmers Market Committee

## Grow Newberry Farmers Market 2019 Guidelines & Vendor Agreement

### I. Introduction

Currently, the Grow Newberry **2019** Farmers Market will run on the following dates and times:

#### Downtown Newberry (Memorial Park)

<b>Saturdays*</b>	June 1 through June 29 and July 6 through 27
8:30 AM	Vendor set up
9:00 AM	Market begins ( <u>no sales until the bell rings</u> )
11:00 AM	Market ends
12:00 PM	Memorial Park all cleared

On Saturday, June 1 the Market hours will be 9:00am to 12:00pm.

**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.

**Attachment 2** shows 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 radio. Refunds will not be given for market day. However, 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 SCDA 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 will not make change.
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 SDCHEC 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 goats milk, beeswax, wool); artists who paint, draw; potters; photographers; and jewelry-makers. No more than 50% of the Market will be allocated to 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., but no other items. This category will be held to a maximum number of vendors each week.
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.
7. **Sponsor:** person or entity that has sponsored the market at a Harvester rate may advertise or sell items other than those listed above. One (1) sponsorship table is available each week. The GNFM Committee 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 County 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 arrangements with the Market Manager)

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 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 GNM 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.

- 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.
- McKibben Street:** The section between Main Street and Boyce Street will be blocked off by barricades to accommodate demonstrations, or 2 -3 vendors who might want to sell from their trucks or trailers. Arrangements will be made before the day of the market. Only the Market Manager or his/her designee(s) are allowed to move the barricades.
- Boyce Street:** As a matter of public safety (pedestrians and emergency vehicles), Boyce Street will not be barricaded. Three spaces will be allotted on Boyce Street, alongside Memorial Park for vendors who might want to sell from their trucks or trailers.
- Nance Street:** As a matter of public safety, Nance Street will not be barricaded. The bus-loading area alongside Memorial Park will be served as a courtesy area for customers to pick up their purchases.

## **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. A vendor who reserves a space for the season will be charged at a lower rate. All spaces must be reserved at least a week prior to the reservation date.

Market Days	Pre-pay Season (Reserved spot for season)	Pay-As-You-Go (Space by availability)	Backyard Gardens 5x5
Saturdays (9 paid days)	\$5 each day	\$10 each day	\$5 each day
Total	\$45	\$90	

**IMPORTANT:** Sign up for reserved spaces by referring to layout plan at [\*\*Attachment 2.\*\*](#)

**Please note that the Backyard Gardeners 5 x 5 section is for use by growers who have a surplus that week and is first come first serve basis.**

Telephone or Email the Market Manager on or before May 20 at liz@newberrychamber.org. Indicate your 1<sup>st</sup> and 2<sup>nd</sup> choices for space. The Market Manager will review the requests and contact the vendors no later than May 24.

## **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 of 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 2019  
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 understand the Grow Newberry Farmers Market 2019 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 2019, 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.

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

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).

Reserved space number? (First come, first serve – for prepay season only vendors) \_\_\_\_\_

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

**For those that cannot commit to the entire season – please reserve dates below:**

<b>Saturday Markets (9:00 a.m. – 11:00 a.m.)*</b>	
<b>June 1 (9:00am to 12:00pm)</b>	
<b>June 8</b>	
<b>June 15</b>	
<b>June 22</b>	
<b>June 29</b>	
<b>July 6</b>	
<b>July 13</b>	
<b>July 20</b>	
<b>July 27</b>	
<b>Total Enclosed (\$10 per day) (Pre-paid entire season, only \$45)</b>	\$

McKibben

Truck 4

Truck 5

Truck 6

McKibben

Opera House

Boyce Street

Truck 3

DEMONSTRATION SPACE

Truck 2

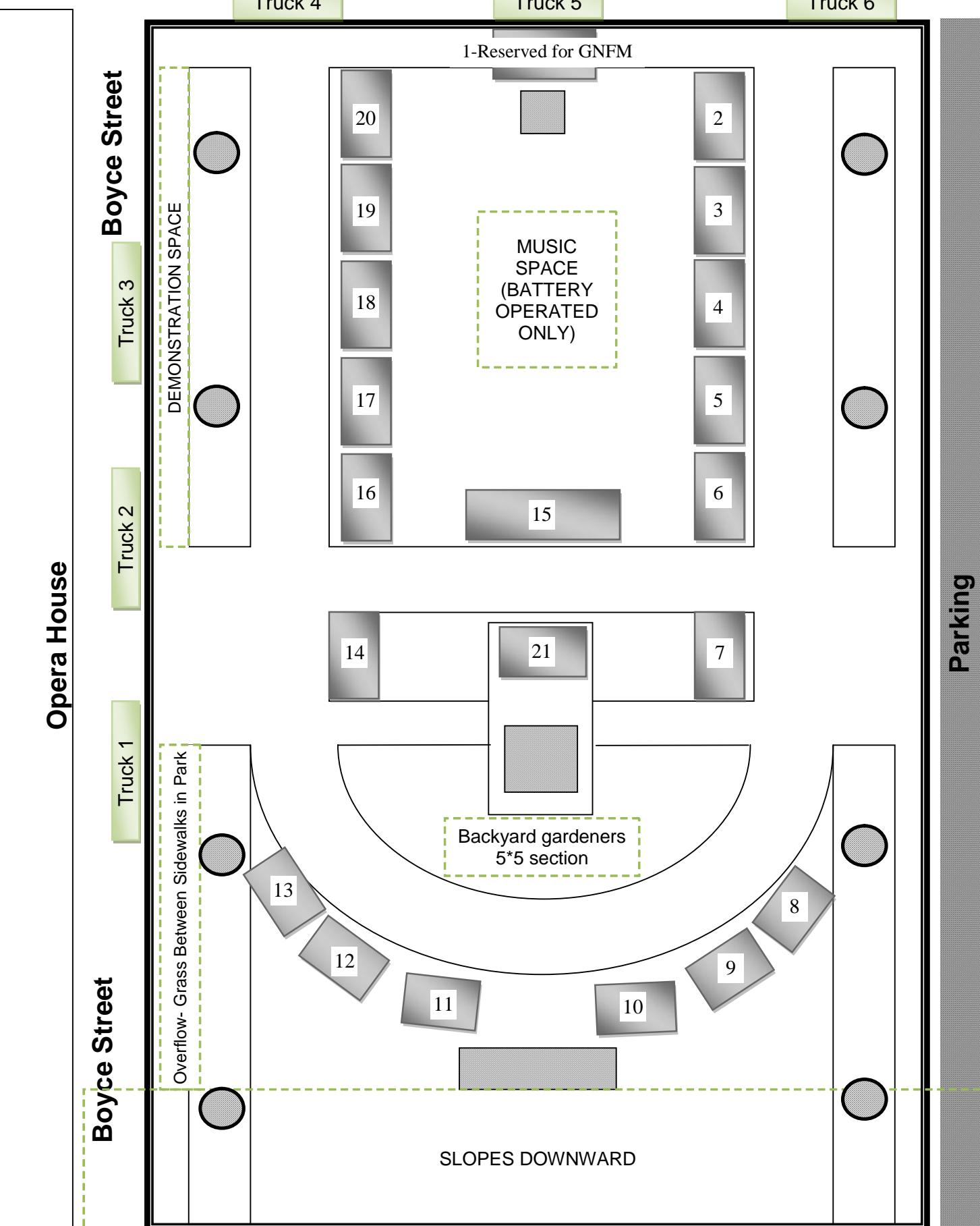
Truck 1

Boyce Street

Parking

Main Street

Main Street



Nance Street/Courtesy Pick-Up Area