

Oneonta City Market: Vendor Handbook

2024 Season – Rules & Guidelines

I. <u>Mission:</u>

The mission of City Market is to create an intentional space where Oneonta's local artisans can connect with our community while providing fresh food, handmade goods and/or other hand-crafted items in the downtown area.

II. Market Address:

City Market is held outdoors at The Gazebo – 410 1st Ave East Oneonta, AL. 35121

In rare cases, the Market may be moved to the Oneonta Rec Gym due to rainy weather – 500 Jim Fretwell Drive Oneonta, AL. 35121

III. Dates & Times:

The 2024 City Market Season will include five City Night Markets from May - September: May 11th, June 15th, July 13th, August 10th and September 21st. All City Night Markets are 6pm – 9pm. There will be a City Christmas Market in December with date and time to be announced.

IV. <u>Eligibility Requirements:</u>

• All persons who produce the following with the state of Alabama: food, agricultural products and hand-crafted, consumable, artisanal and/or personal use products with the intent to sell at City Market.

V. <u>General Rules:</u>

Definition of a Vendor:

- Only local producers may sell at the Market. "Local" is defined as produced or created within the borders of the state of Alabama, preferably no farther than 20 miles outside the city limits of Oneonta. A "producer" is defined as the person who grows or makes the product and may also include the producer's immediate family, partners, or employees. Arts and crafts are permitted for sale in the Market upon approval from City of Oneonta representatives. Items purchased for resale shall not be permitted at the Market. No reselling, thrifting, or franchise companies will be considered for approval.
- All food producers must be approved as a Cottage Food Producer or have a Health Department license. Proof of these will be required and all food producer's information will be forwarded to the Blount County Health Department for review. More information is listed under the "Home-Processed Products" section of this handbook.
- All approved vendors will neither allow, nor engage in, any discriminatory practices or policies regarding race, color, religion, ancestry, national origin, gender identification, sexual orientation, age, or disability.
- All approved vendors will neither allow nor engage in any political speech or practices, signs, slogans, or other political activities while vending at City Market.

• Home-Processed Products:

- Home Processed Products must satisfy all public health, labeling, permitting, and other requirements pertaining to home-processed products.
- It is the responsibility of the application to read the Home Processed Products Law guidelines to determine where their products must be made to sell at City Market, if approved.
- Failure to follow all policies set by the Health Department risks an approved vendor being forbidden to sell at City Market by the Blount County Health Department.

VI. Space Assignment and Vendor Fees:

City Market representative(s) shall assign spaces for the entire 2024 City Market Season. Interested Market participants should submit a schedule request for the entire season with City Market representatives from the City of Oneonta making the final schedule and submitting it to each vendor for their approval.

- 1.) Space:
 - a. Approved vendors are provided on 10'x10' space. The vendor is responsible for providing their own tent, table, signage, etc. to place within their Market space.
- 2.) Market Vendor Fees:
 - a. Cost per approved market date is \$25 per vendor.
- 3.) Processing Vendor Payment:
 - Vendors can pay online at cityofoneonta.us, pay over the with a card (subject to a three-percent service fee) by calling 205-813-7181 or pay with *EXACT* cash or check by coming to the Community Development building, located at 110 1st Ave East.

- 4.) Additional Vendor Fees:
 - a. Vendors who are a "no call, no show" for their approved market date will not be refunded their market fees. "No call, no show" means a vendor has made no attempt to cancel their market day and does not show up on Saturday for their pre-approved date.

VII. <u>Display Requirements:</u>

- All items must be visible and easy to reach.
- Each vendor is required to bring a tablecloth and should consider other items to assist in displaying their products in an attractive manner.

VIII. Set up and Clean Up:

Vendors are responsible for the following:

- Setting up between 4:30pm and 5:45pm. No vendor should arrive prior to 4:30pm and all vendors should be set up by 5:45pm.
- Unloading items in their assigned space promptly and with courtesy to others around them
- Parking their vehicle in the designated parking area for vendors before setting up their tent display

No vendor is allowed to set up their tent display before parking their vehicle. All vendors must unload, park, then return to set up in time for the Market.

Vendor's location, Market staff contact, and designated vendor parking area will be provided every Market week via email from City Market representatives.

Each vendor is responsible for making sure their assigned area is cleaned of any merchandise and/or debris prior to leaving the Market for the day.

Tents must always be manned.

IX. <u>Severe Weather Cancellation & Rain-Out Policy:</u>

In case of severe weather, the Market may be cancelled. Market staff will contact all scheduled vendors via email should this be necessary. All vendors are responsible for checking their email for messages from the Market staff each week in case of emergency situations.

In case of rain only, the Market may be moved to the Oneonta Rec Gym, located at 500 Jim Fretwell Drive in Oneonta. A Market representative will keep vendors up to date via email, if there's a chance of rainy weather. It is our goal to always have City Market outside at the gazebo, and we rarely want to move the Market to the Oneonta Rec Gym. Because of this, vendors may experience rainy weather at the Market. Vendors should plan accordingly to protect their merchandise.

Enforcement Process

Market staff for the City of Oneonta have the authority to enforce the rules, determine fraudulent, dishonest, or deceptive merchandising, disruptive behavior, or collusion to set prices among vendors, any of which may be grounds for forfeiture of the right to do business of any kind in the Market for a length of time to be determined by Market staff.

Hold Harmless and Indemnification

For and in consideration of being allowed to participate in the indicated Oneonta City Market, I, the undersigned applicant, do hereby agree to release, acquit, and forever discharge the City of Oneonta, its employees, agents, assigns and all other persons, firms, corporations, or other legal entities sponsoring, promoting or otherwise associated with the Oneonta City Market, from any and all claims, lawsuits, demands, actions, causes of actions, whether sounding or tort, contract, or other theory of law, whether for compensatory or punitive damages, whether known or unknown, which have previously existed, now exist or could hereafter exist, arising from, connected with or otherwise related in any way whatsoever to my participation in the Oneonta City Market. And furthermore, I do hereby agree to indemnify and hold harmless the City of Oneonta and the Oneonta City Market for the payment of any claim, demand or judgment arising out of or related to my participation in the Oneonta City Market. The City of Oneonta reserves the right to reject booth applications.

Applicant Statement

I, the undersigned, have read the rules, restrictions, release, and indemnification agreement associated with this application and hereby agree to comply with said rules, restrictions, release, and indemnification agreement.

Signature: ______

Date: _____

By successfully submitting the 2024 Season Oneonta City Market application, you are agreeing to the Applicant Statement and to all rules and guidelines previously stated in the Oneonta City Market Vendor Handbook.