



The Market at St. Andrews 2019 Vendor Application

Market Fees for 2019 include:
\$30 annual membership fee and \$20 per week



Market schedule: *EVERY* Saturday from 8am – 1pm

Responsible Vendor Name:	Mailing Address:
Business Name:	
Phone _____	Dept of Revenue Sales Tax ID: <i>(For Tangible Goods)</i>
*Email _____ <small>*List an email address you monitor often.</small>	# _____
Fax _____	

Product(s) to sell at the Market or Demonstrations/Training:

Canopy type (required):	Circle dates interested:
Equipment Rental Needs:	January 5 12 19 26 July 6 13 20 27
Tent:	February 2 9 16 23 August 3 10 17 24 31
Table(s):	March 2 9 16 23 30 September 7 14 21 28
Chair(s):	April 6 13 20 27 October 5 12 19 26
Cancellations must be communicated via phone or email by 4 pm the Friday prior to market. No-shows will be charged for requested equipment to be paid before next market date attended.	May 4 11 18 25 November 2 9 16 23 30
	June 1 8 15 22 29 December 7 14 21 28

LIABILITY
 Liability is the responsibility of the vendor. The City of Panama City, C.S.S Yacht Basin, Historic St. Andrews Waterfront Partnership (HSAWP), its agents and subcontractors assume no risk. By acceptance of this Market Agreement, the vendor expressly releases the City of Panama City, C.S.S Yacht Basin, HSAWP, the Market at St. Andrews, and its agents and subcontractors from any and all liability for damage, injury, and loss to any person or goods which may arise from the use and occupation of said space by the vendor, and agrees to hold and save the City of Panama City, C.S.S Yacht Basin, HSAWP, and The Market at St. Andrews, and its agents and subcontractors harmless of any and all loss or damage thereof.

The City of Panama City, C.S.S Yacht Basin, HSAWP, the Market at St. Andrews, and its agents and subcontractors are hereby released and discharges of any and all liability from loss, injury, or damage to persons or property that may be sustained during the market or on any property where the market is held. I have read and understand the foregoing, and I agree to comply with the regulations as stated.

By signing this application, I acknowledge that vendor lists will be provided to the City of Panama City Business Licensing for tax collection purposes and agree with the rules and regulations of this market agreement.

Printed Name _____ Signature _____ Date _____

Email completed form to market@historicstandrews.com
 You can also drop it off at 1134 Beck Avenue, Tuesday – Friday, 1-5:30pm, or Saturday, 10am-3pm.
 Cash is accepted. Checks should be made out to Historic St. Andrews Waterfront Partnership.

The Market at St. Andrews

Agreement, Rules and Regulations

***Please initial each policy stating you understand and will comply.**

- **Set Up/ Break Down:** All vendors must be set up and ready to sell by 8 a.m. Vendors may begin setting up at 7 a.m. on the day of the market. Vendors are responsible for vending space/s.
*Before leaving, area must be clean and trash-free.
- **Staffing:** Vendors tables/booths must be manned at all times and intact until market closes at 1 p.m. The management and volunteers of the St. Andrews Waterfront Partnership are not responsible for merchandise or displays.
- **Vendor items:** Each vendor must submit a few photographs of items with application. The Management of the market and Market Resource Committee reserves the right to have items removed that are not considered appropriate for the Market at St. Andrews.
- **Vendor Responsibility:** Vendors will be fully responsible for any loss or damage to property. The Historic St. Andrews Waterfront Partnership expressly disclaims any responsibility for the same. Vendors shall be responsible for any damage incurred to the facilities as a result of or in connection with its operation. Vendors are responsible for the conduct of their employees and/or representatives. Activities must not detract from the image or welfare of the market.
- **Vendor Spaces:** Vendor spaces are assigned by Market Manager. Placement, flow and competition will be taken into consideration to provide the best experience for market attendees. Please indicate special needs in your application. Every effort will be made to accommodate you, within reason. Display equipment must not extend beyond the parameters of purchased booth space; this includes rail, stands, signage, and additional equipment.
- **Booth Space Requirements:** Each booth is required to have a tent or canopy. If the vendor would like to rent chairs, tables, or canopies, please note in your application. **All tents must be secured with weights or sand bags.**
- **Table & Chairs:** Vendors may furnish their own chairs, tables, stands, tent or canopy. If you wish to rent chairs, tables, or canopies, please note in your application.
- **One business per table:** Only one (1) business per table. Space may not be sublet or shared.
- **Acceptance:** The Market at St. Andrews reserves the right to decline any application for space if it deems such action to be in the best interest of the Market at St. Andrews.
- **Payment:** The annual membership fee (\$30) is non-refundable and is due with the submission of this agreement. This fee will be used to cover operational and other incidental costs associated with the production of the market.
- **Signage:** Signage must be appropriate and within the spirit and theme of the Market at St. Andrews and must fit within the designated vendor space.

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- **Cancellation of space:** The St. Andrews Waterfront Partnership is not liable if weather or other conditions prevent the vendor from attending and fulfilling contractual obligation as a vendor. No refunds will be made for weather, accident, health or other causes for non-participation. *If market management cancels the market prior to the event due to inclement weather or participation, prepaid funds will be refunded or credited to the vendor.*
- **Sales tax:** If your products require the collection of local or state sales tax, and/or city fees, vendors are solely responsible for the payment of said taxes and fees. All required sales tax collection and remittance is the sole responsibility of each vendor.
- **Smoking:** There is absolutely no smoking in the market area.
- **Trash:** Vendors are required to provide trash receptacles within their vendor space. All trash must be removed upon conclusion of the market. The assigned vendor space and surrounding area shall not be altered, changed or damaged in any way. *In an effort to protect St. Andrews Bay and the environment, ice, water or other refuse may not be emptied on the ground, in the Yacht Basin, city street gutters/ sewer system or in the CSS Yacht Basin parking areas. Violators will incur a fine of no less than \$50 and/or be expelled from participating in the market and/ or be reported to the Environmental Protection Agency and Florida Fish and Wildlife Conservation Commission.*
- **Sanitation:** Vendors must maintain their space in a clean and sanitary manner. When vacating the space, vendors will remove all debris, trash, equipment, seafood, fruits, vegetables, trimmings, wrappings and containers. Space must be left exactly as you found it. Trash must be taken with the vendor and disposed of offsite in the appropriate manner. ****Leave no trace.****
- **Financial responsibility:** Any damage that occurs due to vendor actions will result in financial penalty or requirement that vendor offset the damage.
- **Electricity:** Electricity is not provided at the Market at St. Andrews. If power is needed, bring a jump box or quiet generator for your needs.
- **Conduct:** Personal attire, language, conduct and attitude of vendors and vendor staff must be appropriate to a family-friendly marketplace. Violations will be noted, and vendors will be asked to discontinue the inappropriate behavior or risk exclusion.
- **Licensing:** All food vendors requiring licensing must maintain and provide proof of any and all approval by appropriate departments (i.e. City Licensing, Florida Division of Hotels and Restaurants) and any other professional regulating entity. Food not covered under the cottage industry guidelines must be prepared in a licensed kitchen. Vendors must meet all regulations in terms of cleaning products, processes and utensils. Any infraction of rules, citations or penalties shall be the sole responsibility of the vendor.
- **Insurance:** Food vendors requiring insurance (non-cottage food vendors) must provide a copy of current policy with this agreement, as well as have a copy on hand in their booth at all times.

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- **Music:** No vendor will be allowed to disturb the market with loud music or loud noise.
- **Fair Business Practices:** Vendors agree to abide by fair business practices. All terms of sale are between buyer and seller only.
- **Indemnification:** Vendor agrees to indemnify and hold harmless the St. Andrews Waterfront Partnership from and against any loss, expense, claims, damages, causes of action, injuries, suits of damages, suits to person or property, including attorney’s fees, arising out of, or related to, the vendor’s operation at the Market at St. Andrews.
- **Liability:** The Historic St. Andrews Waterfront Partnership and/or the Management of the Market at St. Andrews are not liable for any injury, theft, or damage to either the buyer or the seller or their property, arising out of, or pertaining to, preparation for or participation in the Market at St. Andrews, whether such injury, theft or damage occurred prior to, during, or after the hours of operation of the Market at St. Andrews.
 - Seller further agrees to indemnify and hold harmless both The Historic St. Andrews Waterfront Partnership and the Market Management for and against any and all claims for such injury, theft and/or damages.
 - Seller assumes full liability for their vehicles, structures, fixtures and the product(s) they market or sell by participation in the Market at St. Andrews hereby agree to hold The Historic Waterfront Partnership and/or their representatives and/or the Market at St. Andrews Management and/or their representatives harmless against any and all claims such as, but not limited to, injury, theft or damage by any buyer, seller, or other persons resulting from or pertaining to the use, consumption, marketing tactics, display, negligence or disposition of sellers’ products, vehicles, fixtures or structures.
- **Photo and Personal Image Release:** The vendor irrevocably grants the St. Andrews Waterfront Partnership and Market at St. Andrews, licensees, and successors the right to use their image and name in all forms and media including composite or modified representations for all purposes, including advertising, trade, or any commercial purpose throughout the world and in and in perpetuity. The vendor waives the right to inspect or approve versions of images used for publication or the written copy that may be used in connection with the images.

Your initials next to each item indicates that you have read and understand each rule and regulation. By signing below, you are agreeing to adhere to the rules and regulations listed herein. Please return your signed rules and regulations with any additional paperwork required.

Name (printed): _____

Signature: _____ Date: _____