

I've invited you to fill out a form:

## The Town Market On James Island

Please note, this form is both the "Rules and Regulations" page, along with an application. Please note, anywhere you place your name will serve as an online signature by you.

The Town Market on James Island RULES AND REGULATIONS Effective January 1, 2018

Updated from the original rules 7/8/17

The Town Market on James Island has been established as a place for small businesses ranging from farmers to artists and all other small businesses to create and establish a business home in the community.

Below you will find all the information regarding expectations and information pertaining to The Town Market.

This entity is run by Alexandra Purro, owner of Nano Farms, and is sponsored in part by The Town of James Island and The James Island Youth Soccer Club. Please thoroughly read the information below as this is mandatory for all farmers, growers, food vendors, crafters and alike, (hereinafter called "Market Participants") and are part of the Participation Agreement. Participation in The Town Market can be revoked in accordance with the Violations of the Market Rules and Sanctions section of this document. [Please read this document carefully before signing your name below.]

### 1. Operating Day and Time

Market Day: Saturday: April – September 9:00 a.m.-1:00 p.m.

2. Set Up Time: Market Participants may begin setting up as early as 7:00 a.m. throughout the duration of the year.

We ask that you are present and have checked in NO LATER than 30min prior to the start of the market. No vehicles are allowed on the field, so we do ask that you bring a cart to help you load and unload if you wish. You may park along the beginning of the field to allow you the shortest distance possible to your vendor location, but all vendor vehicles must be removed and relocated to the back parking lot, (will be noted), prior to the beginning of the market. If you do not relocate your vehicle, you will receive a warning, unless you have been given permission otherwise. At the closing of the market, you may return your vehicle to the front to allow for easy breakdown. Market participants must be unloaded at the market no later than 15 min prior to the start of the market in order to participate on that day. Market participants arriving later than 8:30a.m. may forfeit their space and may not be permitted to set up on that day. In case of an emergency or unforeseen event (i.e. traffic), please call/text as soon as you know you will be late so arrangements can be made to reserve your space. The Town Market will begin promptly at 9:00 am from April-September.

3. Absences or Cancellations- Market participants are asked to give 24-hours' notice if they will not be attending The Town Market. If an emergency occurs and you cannot attend the market within the 24hrs prior to the start of the market, please contact (text is best) Alexandra Purro, Market Manager, at (843) 471-7845. Failure to call or email prior to opening of The Town Market is a violation of this rule and will result in a written warning or fine.

Alexandra Purro will cancel The Town Market in the event of severe weather or a hurricane warning. If the market is cancelled, the Market Manager will contact all vendors by 6:00 a.m. of the market day, via email. Please do not call, text or email days in advance to ask about

the possibility of a canceled market due to rain forecasted several days out. It is Charleston and our weather always varies. If the market is cancelled, no vendors will be allowed to sell their products at the site of the market that day.

4. Spaces & Tents- The Market Manager will assign booth locations once you arrive at the soccer field. We cannot and will not guarantee you a spot beneath the trees or in the shade. Every vendor asks for these, and some of our more seasoned vendors who have been with us since we began are given preference to these locations. We do not provide any tents, tables or chairs. You must bring anything you need to participate day of the market. We highly recommend you bring a tent, especially during the warmer months. If you are hesitant to bring a tent because you are unsure of being able to set it up or break it down, do not worry! We are here to help, just let us know if you need a hand. We are doing things a bit different this year. We will have several different ways for you to participate.

(A) You may choose to be a weekly vendor, and sign up for the weeks you would like to attend. (B) You may choose to sign a monthly contract, and sign up for the months you would like to attend. (C) Sign up to be a seasonal vendor, and sign up for 3 months at a time. There are a finite number of spaces per category. We recommend signing up as early as possible and for as long as possible to guarantee your space. Longer contracted vendors will receive priority over weekly vendors. When selecting vendors, we will also take into consideration your involvement at the market, if you have obtained your Town of James Island business license, as well as any violations you have previously received. Once the Market Manager has reviewed your application, you will be given notice of your acceptance to participate or if you have been placed on the waiting list for your category. No vendor is promised exclusivity, although I, Alexandra Purro, Market Manager, will strive for a diverse market. Vendors are given a 13X13ft space. Vendors are not to exceed boundaries of space. Rental of more than one space or shared spaces will be reviewed on a case-by-case basis. If 2 separate vendors wish to share a space, both must complete all the proper applications. Spaces and tents must remain clean and barrier free. Littering is prohibited. There are trash cans located

on the premises. Should you keep a trash can at your tent, we ask that you either take the trash with you, place it in one of the trash cans, or place it in the large dumpster upon leaving the market. If you fail to leave your area in a clean and professional manor, this will result in a violation.

5. Vendor Fees and Licenses: The Town of James Island requires all vendors to obtain a Town Business License. If you have a state vendor's license, a Charleston County License or a City Of Charleston license, this will NOT be accepted. You may participate in a single market before beginning the process of obtaining your license. You may file your license with the Town of James Island or you may turn it in at The Town Market to the Market Manager and she can file it for you. If you choose to allow the market manager to file your business license application, please note the Town of James Island will email and/or call you to let you know what your license will cost. You may then choose to pay in person at The Town

Of James Island business office, or you may turn in your fee with the market manager and she can pay your dues and provide you with your receipt once finished. A copy of your Town of James Island business license must be turned into the market manager to be kept with your file. The Market Manager will collect fees in advance of the Market, or during the Market itself. The fees for the Farmers Market are: weekly vendors...\$30 per week, monthly vendors...\$25 per week, 3 month contract vendors...\$20 per week. A 10% discount will be offered to participants who pay a full session in advance. Weekly vendors wishing to participate in a single market must request a space no later than the Wednesday of the week you would like to participate. Monthly and quarterly vendors may indicate their participation on the application.

6. Insurance: The Farmers Market does not carry insurance to cover individual market participants. The Market participants are required to be responsible for their own personal, general, and product liability insurance if you wish to have it. The Town Market shall be reimbursed for any damage to the field and its property by any of the market vendors. This includes damage to sidewalks, grounds, vehicles, fencing, tents and any other property owned by or provided by The Town Market on James Island. Each vendor is responsible for signing a waiver to release any and all obligations due to injury, damage, etc. from The Town Market, from The Town of James Island, The James Island Youth Soccer Club as well as Nano Farms and all affiliates to these businesses.

7. Complaints- Each vendor will address complaints by customers. The Farmers Market Manager will only address complaints between each vendor, unless it is something pertaining to the market itself.

8. Market Manager- The market manager is not employed by the Town of James Island or the James Island Youth Soccer Club. She is authorized to assign spaces, enforce all rules and regulations, collect fees and handle all disputes. The Town Market on James Island's market manager is: Alexandra Purro. She can be reached by cell (call/text) 843-471-7845 EMAIL: [nanofarmssc@gmail.com](mailto:nanofarmssc@gmail.com)

9. General Rules-The Rules and Regulations apply to ALL vendors.

~A. All vendors must complete and submit the proper applications for their merchandise. If you have previously attended the market, you will not be held to a new application fee. You must provide your new application, along with proper licensing.

~B. Non-food items are allowed to be sold at our market. This includes but is not limited to Tshirts, cookbooks, artwork, aprons, & jewelry. We value and welcome all small businesses that make up our community!

~C. Abusive, profane, threatening or harassing language or actions towards the Market Manager, own staff, other Market Participants or Market customers will not be tolerated.

~D. All Market Participants will be responsible for the actions of their employees and/or agents. Market Participants will be dressed appropriately for working with the public. Individuals working at each Market Participant's space or tent must be knowledgeable of the items for sale. Please, no smoking at your tent location. Please remove yourself to the parking lot. If you do not have either a neighboring vendor, or someone in attendance who can help watch your booth, please notify the market manager and we will assist you while you take a break. If you, or someone working with/for you are caught smoking, you will receive a violation.

~E. Children under the age of 14 will not be allowed to sell unless an adult, who is knowledgeable about the items for sale, accompanies them. Children under 6 years of age shall not be permitted in the Market area unless accompanied by a responsible adult. Although we love children and understand the value of them obtaining firsthand experience, please note that we are not a babysitting service. If any vendors should have problems with any children, please make it known as early as possible so we can do our best to correct the issue.

~F. Leashed pets will be permitted in the market area.

10. We will select vendors based on the products they have to offer, the quality of the product and what is best for the market. We will never make a decision based on race, religion, general, ethnicity, sexual orientation, political views or anything else. We also will not tolerate other vendors discriminating against one another.

11. Violations: Any violation of the rules stated above may result in the following sanction(s) by the Market Manager:

1. First violation of any rule is a written warning from the Market Manager.
2. Second violation of any rule is a \$25 fine due before next Market.
3. Third violation of any rule results in a \$100 fine due before next market
4. Fourth violation of any rule is a single suspension from our Saturday market
5. Fifth violation of any rule is expulsion from The Town Market during our 3 month intervals.

In the event of extenuating circumstances, we reserve the right to refuse a vendor to attend that day or future markets if necessary.

**FILL OUT FORM**