



The Market at Icehouse Rules and Regulations 2021 Vendor Application

Mission

The Market at Icehouse is primarily intended as a farmer/grower and local artisan market that uses a community-friendly atmosphere to promote, support and encourage local production; while educating citizens on the benefits of eating local, fresh produce and supporting local artists and the Certified SC program.

Rules and Regulations governing the Market have been established by the Town of Lexington.

Carefully read the entire document before signing the Vendor Agreement.

Market Rules of the Market at Icehouse

1. Operating Dates, Time and Vendor Participation

- a. The normal operating schedule for the Market will be **EVERY** Saturday, beginning May 22 – September 25 and will only be cancelled by the discretion of the Market Manager and/or Town Administrator. There will be no market on July 3 due to the holiday weekend.
- b. The Market hours are 9:00AM until 12:00PM. Vendors should be in place by 8:45 AM. ***Location is Icehouse Amphitheater (107 W. Main St)***
- c. Registration for each market closes 14 days prior to the Market.
- d. Vendors must give 24-hour notice if they will not be attending a Market. If earlier notice is given, the Market Manager can allocate the vacant spot to a daily vendor for one-time only. All notice must be made in writing.

- e. If an emergency occurs (such as illness, death or transportation issue) and you cannot attend the Market, please contact **(803) 358-7275**.
- f. After the opening of the Market, vendors must be at their tables prepared to sell, so as to prevent disruptive behavior such as carrying of products across the Market or moving vehicles during times customers are present.
- g. Once unloaded, vehicles should be moved to the Town Hall parking lot located at 111 Maiden Ln. If a vendor needs closer parking they **MUST** request that from the Market Manager.
- h. Booths are not assigned, and will not be held for vendors. All booths are a first come first serve basis. Vendors may **NOT** begin setting up until 8:00, or once staff indicates it is clear to begin.

2. Vendor criteria and approval

- a. **Grower/Producer:** Any person, persons or entity, within a 150 mile radius, who is directly involved in the local production of an agricultural product is welcome as a vendor. To compliment sales and address demand, selective resale of agricultural products marked with known farm of origin is permitted.
- b. **Fruit and Vegetable reseller:** The Town of Lexington recognizes the fact that not all vendors will be local fruit and vegetable growers, and that the Market needs resale produce vendors to ensure there is an adequate supply of produce. These vendors will be chosen by their ability to acquire quality product and inform customers, **by labeling as to the origin**, buy fresh SC grown products when in season, willingness to work with management and give precedence to actual local grower produced product that is in adequate supply, and grow some product themselves. This type vendor must agree to comply with all these qualities that will be used in their selection. **Any reseller found to not have proper signage for the origin of their products will have their market privileges withdrawn.**
- c. **Food:** Pre-made food items or items for consumption that are created/made on site are permitted, given that appropriate permits are obtained and that DHEC procedures are followed. It is the responsibility of the vendor to ensure that he/she is in compliance.
- d. **Arts and Crafts:** Any original local craftsperson or artist that makes his/her own work may become a vendor. Priority will be given to artists that produce their craft largely from natural materials and/or original sources. Resale artwork or crafts are not permitted.
- e. **Booth for a Cause:** Any booth for a cause may apply for a space to provide information, and/or raise money for their cause. All booths must be approved by the Market Manager. Vendors may only sign up for 5 weeks, spots are limited to two booths per week.

- f. **Actions by the Market Manger and/or Town Administrator:** All vendors must complete and sign a vendor agreement/application to be approved by the Market Manager before becoming a vendor. Vendors must carry themselves in a professional manner at all times. The Market Manager and/or Town Administrator reserve the right to prohibit anyone from selling at the Market and may withdraw privileges of any vendor at their discretion.

3. Products

- a. **Raw Agricultural Products:** This category includes fruits, nuts, vegetables, grains and plants.
- b. **Animal Products:** This category includes meats, milk, cheese, eggs, farm-raised fish, honey, wool and other products derived from animals.
- c. **Value-added Agricultural Products:** Includes items made of raw agricultural products produced, grown or raised by vendor. Examples are baked goods, jams, oils, vinegars, woven wool and leather. If not grown or raised by vendor, the vendor must have processed the items themselves in an approved facility. All products must be produced in compliance with item number five of this agreement.
- d. **Non-Agricultural Products:** Arts and crafts that have been made by vendor. Examples: pottery, handmade soap, handcrafted furniture and similar items including artwork.
- e. **Alcohol:** The selling or distribution of beer, wine or alcoholic beverages is **NOT** permitted, unless permission is given by Market Manager or Town Administrator.
- f. **Items in Question:** The Market Manager reserves the right to allow or disallow items in question.

4. Signage

- a. Merchandise (products) must be clearly marked with the farm/business name along with the town or state where grown or produced. All resale items must be labeled with place of origin (only produce is allowed as a resell item).
- b. Prices must be clearly marked for consumer's knowledge.
- c. Advertising within a booth is considered **exempt** from the Town of Lexington Sign Ordinance. Advertising outside a booth is considered **non-exempt** from the Town of Lexington Sign Ordinance.

- d. No vehicle with a sign attached or painted on it may be conspicuously parked in close proximity to the right-of-way in such a way to advertise a business or the Market to the passing motorist or pedestrian.
- e. **ONLY** the Town of Lexington will be allowed to post such signage that it deems necessary to promote the market with exemption from the Sign Ordinance requirements.

5. Licensing, Inspection Requirements, Insurance and Taxes

Vendors must meet all applicable local, state and federal regulations, inspection regimes and labeling requirements for the products they sell.

Regulations such as (but not limited to):

1. Agricultural business license.
2. Pesticide licensing and safe use.
3. Approval seal on weighing devices granted by the SC Department of Agriculture.
4. State sales tax collected as required.
5. Organic certification on claimed products as required.
6. Food safety, sanitation, health permits and labeling issues that apply to the item (SCDHEC)
7. State inspection of nursery stock required for selling whole plants for replanting (packs or pots).

Adequate proof of current compliance must be provided prior to selling at the Market. Sellers of livestock products for human consumption must furnish a current copy of their product liability insurance policy to the Market Manager with their application.

Vendors are responsible for their own local and state sales taxes, licenses and permits.

6. Spaces

- a. Vendors will maintain clean booth space. Booths inside the pavilion will be filled up first, then move to booths around the plaza inside of the amphitheater. The Town of Lexington will provide (1) 6ft table for booths inside the pavilion space. Booths are defined as a 10x10 space. Once the pavilion is full vendors that set up on the plaza space will be provided (1) 6ft table and (1) 8x8 tent. Tents are not allowed inside the pavilion and vendors may not use their own tent outside the pavilion. Trash must be collected and removed by vendors before leaving the Market.
- b. Vendors must supply their own materials such as scales, containers etc. for sale of their goods.

7. Market Manager

The Market will be supervised by a designated staff member of the Town of Lexington, assuming the role of Market Manager, with additional staff or designated volunteer support. The manager's mission is to enforce the Market's rules and regulations for patrons and vendors, to the best of their knowledge, ensuring a safe, healthy environment for all. Any grievance regarding vendors should be directed to the Market Manager and will be subject to an appeal process via the Town Administrator.

8. Fees

There is a \$25.00 fee per week which is due 14 days prior to the Market. There is also a \$75.00 refundable deposit due prior to the first Market the vendor is participating. The deposit will be returned upon completion of the final Market within 30 days. The deposit will be forfeited if the vendor does not give proper notice for Market attendance, and disregarding the market rules.

For this year Town Council with the approval from the Town Administrator, has agreed to waive the Market fee for vendors selling goods during the 2021 Market Season, but deposits are still required.

9. Hold Harmless Clause:

I HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS THE MARKET AT ICEHOUSE, AS WELL AS THE TOWN OF LEXINGTON, ITS STAFF, EMPLOYEES, ELECTED OFFICIALS AND/OR PROPERTY OWNER, 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, OF MYSELF ARISING OUT OF OR IN ANY WAY CONNECTED WITH OUR PARTICIPATION IN THE MARKET AT ICEHOUSE PROGRAM, EXCEPT TO THE EXTENT THAT SUCH DAMAGE OR INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE MARKET AT ICEHOUSE, AND COVENANT NOT TO SUE OR TAKE ACTION AGAINST THE TOWN OF LEXINGTON, ITS EMPLOYEES, ELECTED OFFICIALS AND/OR PROPERTY OWNER EXCEPT AS SET OUT HEREIN. I FURTHER PERMIT THE MARKET AT ICEHOUSE AND/OR THE TOWN OF LEXINGTON TO USE PHOTOGRAPHS OF ME FOR MARKET PUBLICITY.

ALL VENDORS PARTICIPATING IN THE MARKET AT ICEHOUSE MUST ABIDE BY THESE RULES. THE TOWN OF LEXINGTON SHALL ENFORCE ALL RULES AND REGULATIONS. PERMITS TO PARTICIPATE IN THE MARKET AT ICEHOUSE CAN BE REVOKED BY THE MARKET MANAGER AND/OR TOWN ADMINISTRATOR.



Market at Icehouse Vendor Agreement/Application Name, Contact Information and Locations

Business Name: _____

Contact Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Mailing Address (if different): _____

Phone: _____

Email: _____ Business Website: _____

Best way to reach you:	Phone	Email
Facebook YES NO	_____	_____
Instagram YES NO	_____	_____

Vendor/ Product Type: _____

Market Dates
(Circle the Date(s) that you wish to reserve as the Market at Icehouse)

May 22	June 5	July 10	August 7	September 4
May 29	June 12	July 17	August 14	September 11
	June 19	July 24	August 21	September 18
	June 26	July 31	August 28	September 25

I, _____, agree to be at the Market at Icehouse each date checked below. I understand that I may be forfeiting my space if I do not give the Market Manager at least **one week** (7 days) notice of an absence, unless of an emergency situation.

Applicant Signature and Date: _____