



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 also 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.

A **new addition** to this year's GNFM will be the **Ag+Art Tour** weekend of Saturday, June 24 and Sunday, June 25, including extended FREE hours for vendors. Saturday's market will be from 9am until 5pm, and Sunday's market will be from 1pm until 5pm. All spots are available on a first come, first serve reservation basis using these documents.

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,

2017 Grow Newberry Farmers Market Committee

# Grow Newberry Farmers Market 2017 Guidelines & Vendor Agreement

## I. Introduction

Currently, the Grow Newberry **2017** Farmers Market will run on the following dates and times:

### Downtown Newberry (Memorial Park)

|                   |  |
|-------------------|--|
| <b>Saturdays*</b> | June 3 through June 17 and July 1 through 29           |
| 8:30 AM           | Vendor set up  |
| 9:00 AM           | Market begins ( <u>no sales until the bell rings</u> ) |
| 11:30 AM          | Market ends  |
| 12:00 PM          | Memorial Park all cleared                              |

\*Note that the **Saturday, June 24** market will last until 5:00 PM, with Memorial Park to be cleared by 5:30 PM.

The **Sunday, June 25** will follow the following schedule

|          |  |
|----------|--|
| 12:30 PM | Vendor set up  |
| 1:00 PM  | Market begins ( <u>no sales until the bell rings</u> ) |
| 5:00 PM  | Market ends  |
| 5:30 PM  | Memorial Park all cleared                              |

**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 for anyone.
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 sale items other than those listed above. A sponsorship table is only available once per season, per person / entity. The Board of Directors 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 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 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.

1. **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.
2. **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 and his/her designee(s) are allowed to move the barricades.
3. **Boyce Street:** As a matter of public safety (pedestrians and emergency vehicles), Boyce Street will not be barricaded. Two spaces will be allotted on Boyce Street, alongside Memorial Park for vendors who might want to sell from their trucks or trailers.
4. **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 Saturday market (10 market days). A vendor who reserves a space for the season will be charged at a lower rate. All spaces must be reserved a least a week prior to the reservation date.

| Market Days        | Pre-pay Season<br>(Reserved spot for season) | Pay-As-You-Go<br>(Space by availability) | Backyard Gardens<br>5x5 |
|--------------------|--|--|-------------------------|
| Saturdays (9 days) | \$5 each day                                 | \$10 each                                | \$5 each day            |
| Total              | \$50   | \$80                                     | \$50                    |

**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 19 at [grownewberry@gmail.com](mailto:grownewberry@gmail.com) or 803-814-4280. 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 26.

**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 2017  
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.

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I, the undersigned vendor, acknowledge that I have read and I understand the Grow Newberry Farmers Market 2017 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 2017, 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.

I, the vendor, do / do not permit the Market to use photographs of me and/or my Market space for such purposes as deemed appropriate by the Market.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name: \_\_\_\_\_

Primary Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ - \_\_\_\_\_

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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.

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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**

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

| <b>Saturday Markets (9:00 a.m. – 11:30 a.m.)*</b>                            |           |  |
|--|-----------|--|
| <b>June 3</b>  |           |  |
| <b>June 10</b>   |           |  |
| <b>June 17</b>   |           |  |
| <b>*Saturday, June 24 - Ag+Art Tour<br/>(no charge)</b>                      | \$0.00 →  | Check here if you will attend this date <input type="checkbox"/> |
| <b>*Sunday, June 25- Ag+Art Tour<br/>(no charge)</b>                         | \$0.00 →  | Check here if you will attend this date <input type="checkbox"/> |
| <b>July 1</b>  |           |  |
| <b>July 8</b>  |           |  |
| <b>July 15</b>   |           |  |
| <b>July 22</b>   |           |  |
| <b>July 29</b>   |           |  |
| <b>Total Enclosed (\$10 per day)<br/>(Pre-paid entire season, only \$50)</b> | <b>\$</b> |  |

Although there is no vendor charge for the Ag+Art weekend, please check your intentions below. Spaces will be filled the same as other GNFM dates.

- I will be a vendor on the Ag+Art date of Saturday, June 24 from 9:00 a.m. until 5:00 p.m.
- I will be a vendor on the Ag+Art date of Sunday, June 25 from 1:00 p.m. until 5:00 p.m.