

2019 Rockford City Market - Indoor Markets

Rules/Regulations –for vendor to keep

Thank you for your interest in the 2019 Fall and Winter markets inside the Rockford City Market building! The markets will be held on the 1st Fridays of October through April (excluding January) from 4:00-8:00pm. Vendors may choose specific dates or choose to commit to all. The indoor markets are for local vendors that are selling their personally produced or curated vintage goods. Acceptance will be decided by committee vote - applications will be looked at on a first come, first serve basis and booth fees will be due upon approval.

Dates: 1st Fridays October through April (excluding January) from 4pm-8pm

Fees:

- \$30 per space, per date for all non-produce vendors (jewelry, art, processed, baked goods, value-added, etc.)
- \$15 per space, per date for all produce vendors
- Fees for all vendors are due once application is approved

Products sold at the Fall & Winter Markets

The Rockford City Market is committed to creating a diverse marketplace with the highest quality, locally grown and produced products available. The market steering committee will not be bound to apply a particular set of selection criteria and reserves unconditional discretion to accept or refuse anyone as a vendor and will consider many factors when evaluating vendor applications. Vendors are selected through a committee approval process. Priority will be given to:

- Local farmers and producers who make, bake, or grow their own items
- Vendors who create high quality, unique or unusual items
- Businesses with potential for growth into storefronts in local commercial districts

How stall assignments are made

Stall assignments are made by market manager based on the following criteria: Available space, number of spaces needed, electrical needs, complementary products placed near each other, and vendor performance. Performance includes good product quality, good display and signage, ability to adhere to the Rules and Regulations outlined in this document, and market fees being paid/current. Layouts may change from market date to market date pending vendor attendance and will be marked prior to each market.

Booths

- Each booth space comes with an 8 foot table provided by market
- Each vendor is responsible for providing their own necessary equipment, display pieces, product, chairs, and supplies to conduct business at their booth.
- All booth spaces are approximately 8x8' Vendors may rent multiple spaces.
- Vendors will be charged for multiple spaces if vendor space needs exceed 8' x 8'
- Management reserves the right to disallow the sale of any merchandise deemed offensive
- Subletting any stall space is prohibited
- Vendors are not permitted to affix or hang any items from the walls, pipes, windows, or other fixtures

Absence and Weather Policy

Market fees are non-refundable. Please give management a courtesy call by Thursday night if you are unable to make your date that week. The Indoor Markets are an indoor event and is therefore rain/snow

or shine event. If management must cancel, postpone, or reschedule a market, vendors will be notified via email before the start of the event.

Electricity

- Electricity is very limited and will be first come, first serve based on needs per vendor
- If a vendor requires electric, needs must be clearly stated on the application listing the device or appliance and the amount of electricity it requires. Vendors must provide commercial grade extension cords.
- Any vendor who causes power outages or issues due to incorrectly stating electric needs will be given a **minimum of a \$50 fine**.
- Due to the limited amount of electricity available, requests for outlets for phone charging will not be accepted.

Set Up/Tear Down

Set up on Fridays starts at 2:30 pm and must be complete by 3:45 pm. Vendor may pull up on Madison St or the alley way from Market Street **going south to East State Street** to unload and then park their cars in the vendor lot. Tear down starts at 8:00 pm. Vendors are required to stay until closing. Vendors who sell out early must keep their stall set up and post a sign letting customers know they have sold out.

Vehicles and Parking

Vehicles may be parked in the designated vendor lot located off the alleyway east of the RAMP building, north of Market Street and south of lower Jefferson Street. Vendors are required to leave pavilion and Madison Street open for customers. \$25 fines will be assessed for violating this parking rule.

Cleanup and Garbage

Vendors are required to clean up after themselves. Vendor space must be maintained in a clean, safe and sanitary manner. Vendors are responsible for taking with them any trash or garbage that is generated in or around their booth and sweeping up any product debris left on the ground. Vendors are not permitted to dispose of product waste, overripe or leftover produce, or boxes in any onsite garbage cans or dumpsters.

Booths/Signage

Booths and signage should look professional, clean and organized with pricing for product clearly listed. Any products from other farms or partner businesses should be noted on the signage with their Farm/Business name and location. (For farmers, this is also a Farm Bill Requirement.) Vendors will not be allowed to play music in their booth spaces.

Taxes

Applicable sales Tax and 1% Redevelopment City of Rockford tax (if applicable) are both the responsibility of the individual vendor. *The City of Rockford requires market vendors to pay the 1% redevelopment (metro) tax. **This affects vendors selling beverages or prepared (hot) foods for consumption on site. It does not affect sales of produce or other goods.** For more information, go to <http://www.ci.rockford.il.us/finance/revenue-division/metro-tax.aspx> or contact City of Rockford Revenue at (779)348-7165.* Vendors are required to submit their Illinois sales tax numbers to management on their applications by the first market.

Insurance, Permits, Licenses

Vendor shall obtain and maintain general liability insurance covering bodily injury, personal injury, or property damage with limits of not less than \$1,000,000 per occurrence and a \$2,000,000 general aggregate. Certificates must list Rock River Development Partnership as certificate holder and additionally insured with the address of PO Box 4244 Rockford, IL 61110. Vendor shall provide RRDP certificate of insurance evidencing that vendor maintains the required insurance from a carrier reasonably satisfied by RRDP.

Certificates can be mailed to RRDP, PO Box 4244 Rockford, IL 61110 or emailed to rockfordcitymarket@rrdp.org. We do not have a fax machine.

Questions/concerns regarding food product regulations and/or licensing should be directed to the Winnebago County Health Department –at 815.720.4119. All Winnebago County health permits must be acquired at least two weeks prior to the event. Vendors selling food items, baked goods, or giving samples must meet current Winnebago County Health Department Food guidelines and have applicable operating permits. Vendors must keep a copy of these permits at their market stall at all times. The website for the Winnebago County Health Department is www.wchd.org. To apply for a food permit the office is at 401 Division Street, Rockford, IL 61104 on the 2nd floor in the Environmental Health, Room 205.

2019-2020 Indoor Rockford City Markets Contract

I have read the Rules & Regulations, Terms & Conditions and Vendor Contract of the Rockford City Market (RCM) operated by the Rock River Development Partnership (RRDP) and understand what is presented in them and hereby agree to abide by them. Further, I understand that any violation of these rules or potential hazard to the public may cause the immediate termination from the Rockford City Market.

I agree to sell only those products approved by the RCM Steering Committee and listed on my application. Additional products cannot be added or sold without prior approval by RRDP.

I hereby acknowledge and accept full responsibility for all my activities and for the activities of those assisting me at the RCM. I understand that RRDP does not carry, provide or offer insurance coverage for individual vendors, and that I am required to provide my own insurance coverage for myself and those assisting me. I also understand that I must obtain and provide to the RCM management copies of insurance and have the required other permits prior to the start of the RCM. Copies of these documents will be kept with me at my booth.

I understand that the Rock River Development Partnership retains the right to collect any and all payments owed by its vendors per the Vendor Contract. I understand that all vendors must pay their fee for the booth space with their application as well as any fines they may accrue payable to Rock River Development Partnership.

I indemnify and hold harmless the Rockford City Market, Rock River Development Partnership, and Market and Vendor Managers and staff, from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions, including attorney's fees for trial and on appeal, of any kind or nature arising out of or in any way connected with this contract or my (the vendor's) use of the space(s), sale of goods or conduct of business by the vendor, its agents, servants, employees, customers, patrons or invitees or any act or omission of the vendor, its agents, servants, employees, customers, or invitees.

I agree that I am responsible for all monies collected from the sale of my goods, as well as collecting and reporting of sales tax. Rock River Development Partnership and Market Management are in no way responsible for any lost or stolen monies or items.

I understand that Rockford City Market accepts LINK. I agree to the acceptance of the LINK card benefits at my booth, providing my goods are eligible. I agree to follow all rules and procedures regarding the acceptance of LINK in order to prevent fraud and any loss of revenue from my booth

I agree to assume all costs arising from the use of patented, trademarked, or copyrighted materials, equipment, devices, processes, or dramatic rights used on or incorporated in the conduct of any vendor at or related to its operations at the market; and I agree to indemnify and hold harmless Rockford City Market, Rock River Development Partnership, and Market Management from all damages, costs, and expenses in law or equity for or on account of any patented, trademarked, or copyrighted materials, equipment, devices, processes, or dramatic rights furnishes or used by the vendor in connection with this agreement and will defend Rockford City Market, Rock River Development Partnership, and Market Management from any such suit or action, regardless of whether it be groundless or fraudulent

Signature _____

Date: _____